

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 350)	Rating DOA2	Page 1 Of 41 Pages			
2. Contract (Proc. Inst. Ident.) No. W31P4Q-10-C-0003		3. Effective Date 3/17/10	4. Requisition/Purchase Request/Project No. SEE SCHEDULE				
5. Issued By AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280		Code W31P4Q	6. Administered By (If Other Than Item 5) DCMA RAYTHEON INTEGRATED DEFENSE SYSTEMS 50 APPLE HILL DRIVE M/S/T2FR2 TEWKSBURY MA 01878				
6. e-mail address: [REDACTED]		SCD A PAS NONE ADP PT HQ0337					
7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY AMDS 350 LOWELL ST ANDOVER, MA 01810-4400		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)					
TYPE BUSINESS: Large Business Performing in U.S.		9. Discount For Prompt Payment					
Code 05716 Facility Code		10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In:		Item 12			
11. Ship To/Mark For SEE SCHEDULE		12. Payment Will Be Made By DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS, OH 43218-2266					
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()		14. Accounting And Appropriation Data ACRN: AA 21 02040000005L5L68P1724192516 S01021 W31G3H					
15A. Item No. SEE SCHEDULE	15B. Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee	15C. Quantity	15D. Unit	15E. Unit Price			
		KIND OF CONTRACT: Service Contracts		15F. Amount			
15G. Total Amount Of Contract				\$293,868.00			
16. Table Of Contents							
(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	J	Contract Clauses	22
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement		X	J	List of Attachments	41
X	D	Packaging and Marking	9	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	10		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	11		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	12		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	13				
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number W31P4Q08R0306, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
20A. Name Of Contracting Officer [REDACTED]			20C. Date Signed 17 MAR 10				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD	Page 2 of 41
Name of Offeror or Contractor: RAYTHEON COMPANY		

SECTION A - SUPPLEMENTAL INFORMATION

A-1 SUPPORT FOR JOINT LAND ATTACK CRUISE MISSILE DEFENSE ELEVATED NETTED SENSOR SYSTEM (JLENS) ENGINEERING SERVICES CONTRACT SHALL BE ALLOCATED AMONG ENGINEERING SERVICE MEMORANDUMS (ESMs). THE ESMs SHALL DESCRIBE THE FUNCTIONAL AREA AND/OR EFFORTS WITHIN THE AREA THAT MAY BE REQUIRED OF THE CONTRACTOR DURING PERFORMANCE. THE SPECIFIC PERFORMANCE OF EFFORTS, AFTER OPTION EXERCISE BY A BILATERALLY SIGNED MODIFICATION, WILL BE INDICATED BY SIGNATURE OF ESMs. THIS REQUIREMENT IS SOLE SOURCE TO RAYTHEON INTEGRATED DEFENSE SYSTEM, 350 LOWELL STREET, ANDOVER, MA 01810 (LARGE BUSINESS).

A-2 THE ESMs WILL DELINEATE THE TECHNICAL DIRECTION OF THE RESPECTIVE EFFORTS WITHIN THE CONTENT OF THE SCOPE OF WORK (SOW). TO EXERCISE OPTIONS, ESMs WILL BE PLACED ON CONTRACT BY MODIFICATION IN THE FORM OF Sub-CLINS. EACH Sub-CLIN WILL HAVE A BASE ESM(s) AND A DESCRIPTION OF THE Sub-ESMs THAT FALL WITHIN THE BASE ESM(s). ALL ESMs AND SUB-ESMs WILL BE REVIEWED AND APPROVED BY THE CONTRACTING OFFICER. THE CONTRACTOR SHALL NOT PERFORM SPECIFIC EFFORTS UNTIL THE GOVERNMENT ISSUES AN APPROVED ESM ATTACHED TO A MODIFICATION THAT DESCRIBES THE SPECIFIC EFFORTS THAT ARE REQUIRED OF THE CONTRACTOR. THE ESM(s) WILL BE ATTACHED TO EACH MODIFICATION IN WHICH AN OPTION IS EXERCISED OR FUNDING IS DECREASED OR REALIGNED. HOURS MAY BE MOVED FROM ONE ESM TO ANOTHER ESM TO FULFILL PROGRAM REQUIREMENTS.

A-3 THE JLENS PRODUCT DIRECTOR AND CRUISE MISSILE DEFENSE SYSTEM PROJECT OFFICE, IS DESIGNATED AS THE GOVERNMENT TECHNICAL MANAGER FOR THIS CONTRACT. ESMs WILL BE INCORPORATED INTO THE CONTRACT AND WILL ONLY BE EXECUTABLE UPON CONTRACT MODIFICATION BY THE CONTRACTING OFFICER. THIS REQUIREMENT WILL RESULT IN A COST PLUS FIXED FEE CONTRACT. NO EFFORT SHALL BE DUPLICATED ON CONCURRENT CONTRACTS, OVERLAPPING CONTRACTS, OR ESMs IN THIS CONTRACT. THIS CONTRACT HAS A BASE, A BASE YEAR OPTION, AND FOUR ADDITIONAL OPTION YEARS FOR A TOTAL OF 5 YEARS AND A TOTAL OF [REDACTED] MAN HOURS. LABOR AND MATERIAL/ODC CLINS ARE COST PLUS FIXED FEE.

*** END OF NARRATIVE A0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHIN W31P4Q-10-C-0003 MOD/AMD	Page 3 of 41
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																	
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY 10 BASIC JLENS ENGINEERING SERVICES</u></p> <p>NOUN: BASIC FY10 ENG SVC RANGE OPT SECURITY CLASS: Unclassified</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"><u>FY10 Basic</u></td> <td style="width:15%;"><u>Labor</u></td> <td style="width:15%;"><u>Material</u></td> <td style="width:15%;"><u>Total</u></td> <td style="width:35%;"></td> </tr> <tr> <td>PCL COST</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>G&A</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>TCL COST (W/O COM)</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>CPFF</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"></td> <td style="width:15%; text-align: center;"><u>Hours</u></td> <td style="width:15%; text-align: center;"><u>Hours</u></td> <td style="width:15%;"></td> <td style="width:35%;"></td> </tr> <tr> <td><u>Description</u></td> <td style="text-align: center;"><u>Hours</u></td> <td style="text-align: center;"><u>Exercised</u></td> <td style="text-align: center;"><u>Remaining</u></td> <td></td> </tr> <tr> <td>PM/CM</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>ENGINEERING</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>LOGISTICS</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>TOTAL</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> </table> <p>COMPOSITE HOURLY RATE IS FOR [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>	<u>FY10 Basic</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>		PCL COST					G&A					TCL COST (W/O COM)					COST OF MONEY					CPFF						<u>Hours</u>	<u>Hours</u>			<u>Description</u>	<u>Hours</u>	<u>Exercised</u>	<u>Remaining</u>		PM/CM					ENGINEERING					PRODUCT ASSUR/TEST					LOGISTICS					TOTAL					[REDACTED]	HR		\$ [REDACTED]
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0001AB	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 [REDACTED] 30-SEP-2010</p> <p style="margin-left: 40px;">\$ [REDACTED]</p> <p><u>FY10 BASIC ESM PM/CM10-01 MATERIAL/ODC</u></p> <p>NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 01 ACRN: AA AMS CD: 172419E5551</p> <p>Estimated Cost [REDACTED] COM <u>Fixed Fee</u> TOTAL</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;"><u>ESM</u></td> <td style="border-bottom: 1px solid black;"><u>Description</u></td> <td style="border-bottom: 1px solid black;"><u>Hours</u></td> </tr> <tr> <td>PM/CM10-01</td> <td>PM/CM Material/ODC</td> <td>N/A</td> </tr> </table> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 [REDACTED] 30-SEP-2010</p> <p style="margin-left: 40px;">\$ [REDACTED]</p>	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	PM/CM10-01	PM/CM Material/ODC	N/A				\$ [REDACTED]
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																			
0004	<p><u>FY12 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"><u>FY12</u></th> <th style="width: 20%;"><u>Labor</u></th> <th style="width: 20%;"><u>Material</u></th> <th style="width: 45%;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>PCL COST</td> <td colspan="3" style="background-color: black;"></td> </tr> <tr> <td>G&A</td> <td colspan="3" style="background-color: black;"></td> </tr> <tr> <td>TCL COST (W/O COM)</td> <td colspan="3" style="background-color: black;"></td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="3" style="background-color: black;"></td> </tr> <tr> <td>CPFF</td> <td colspan="3" style="background-color: black;"></td> </tr> </tbody> </table> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 25%;"><u>Description</u></th> <th colspan="2" style="width: 25%;"><u>Hours</u></th> <th rowspan="2" style="width: 50%;"></th> </tr> <tr> <th style="width: 12.5%;"><u>Hours</u></th> <th style="width: 12.5%;"><u>Exercised</u></th> <th style="width: 12.5%;"><u>Remaining</u></th> </tr> </thead> <tbody> <tr> <td>PM/CM</td> <td colspan="2" style="background-color: black;"></td> <td></td> </tr> <tr> <td>ENGINEERING</td> <td colspan="2" style="background-color: black;"></td> <td></td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> <td colspan="2" style="background-color: black;"></td> <td></td> </tr> <tr> <td>LOGISTICS</td> <td colspan="2" style="background-color: black;"></td> <td></td> </tr> <tr> <td>TOTAL</td> <td colspan="2" style="background-color: black;"></td> <td></td> </tr> </tbody> </table> <p>COMPOSITE HOURLY RATE IS FOR [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>	<u>FY12</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>	PCL COST				G&A				TCL COST (W/O COM)				COST OF MONEY				CPFF				<u>Description</u>	<u>Hours</u>			<u>Hours</u>	<u>Exercised</u>	<u>Remaining</u>	PM/CM				ENGINEERING				PRODUCT ASSUR/TEST				LOGISTICS				TOTAL							
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD	Page 8 of 41
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																												
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CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SHN W31P4Q-10-C-0003	Page 9 of 41 MOD/AMD
Name of Offeror or Contractor: RAYTHEON COMPANY		

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1 52.208-4701	WOOD PACKING MATERIALS REQUIREMENTS	JUL/2007
<p>A. Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).</p> <p>B. All Wood Packaging Material (WPM) acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.</p> <p>(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see http://www.alsc.org/).</p> <p>(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Marking shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.</p> <p>C. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.</p> <p>D. Replacement Preservative for Pentachlorophenol</p> <p>If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.</p> <p>(1) Heat Treatment: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.</p> <p>(2) Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens: on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood process verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.</p>		

(End of Clause)

D-2 52.247-4700	BAR CODE MARKINGS (USAAMCOM)	JUN/2003
<p>Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39.</p>		

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD	Page 10 of 41
Name of Offeror or Contractor: RAYTHEON COMPANY		

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFPARA.HTM> or <http://farsite.hill.af.mil/VFAPARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

E-3 NOTICE OF COMPLETION

CONTRACT COMPLETION FOR EFFORT PERFORMED UNDER THIS CONTRACT W31P4Q-10-C-0003 JLENS ENGINEERING SERVICES SHALL BE EVIDENCED BY A CERTIFICATE OF COMPLETION TO BE ISSUED BY THE CONTRACTING OFFICER.

WITHIN 60 DAYS AFTER COMPLETION OF THE PERIOD OF PERFORMANCE OF EACH OPTION YEAR AWARDED UNDER THIS CONTRACT W31P4Q-10-C-0003 JLENS ENGINEERING SERVICES, AND WITHIN 90 DAYS FOR ESMs/SUB-ESMs WHOSE PERIOD OF PERFORMANCE HAVE BEEN EXTENDED, THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER OF THE COMPLETION IN WRITING. THE NOTICES WILL IDENTIFY THE GOVERNMENT'S MAXIMUM MONETARY COST LIABILITY AND THE RESULTING EXCESS AMOUNTS AVAILABLE FOR DE-OBLIGATION, AS APPLICABLE.

*** END OF NARRATIVE E0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003	Page 11 of 41 MOD/AMD
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

F-4 PERIOD OF PERFORMANCE FOR OUT YEAR OPTIONS:

THE GOVERNMENT HAS THE RIGHT TO EXERCISE THE FOLLOWING OPTIONS SUBJECT TO THE TERMS AND CONDITIONS OF THIS CONTRACT W31P4Q-10-C-0003 JLENS ENGINEERING SERVICES.

THE OPTION PERIODS ARE AS FOLLOWS:

<u>OPTION PERIOD</u>	<u>PERIOD OF PERFORMANCE</u>
FY10 BASIC	01 OCT 2009 THRU 30 SEP 2010
FY10 OPTION	01 OCT 2009 THRU 30 SEP 2010
FY11 OPTION	01 OCT 2010 THRU 30 SEP 2011
FY12 OPTION	01 OCT 2011 THRU 30 SEP 2012
FY13 OPTION	01 OCT 2012 THRU 30 SEP 2013
FY14 OPTION	01 OCT 2013 THRU 30 SEP 2014

*** END OF NARRATIVE F0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SHN W31P4Q-10-C-0003	Page 12 of 41
MOD/AMD		

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT	
0001AA	4M0J731300 172419E5551	AA	1	21 02040000005LSL68P1724192516 S01021	04MJLE	W31G3H	\$	
0001AB	4M0J731300 172419E5551	AA	1	21 02040000005LSL68P1724192516 S01021	04MJLE	W31G3H	\$	
0001AC	4M0J731300 172419E5551	AA	1	21 02040000005LSL68P1724192516 S01021	04MJLE	W31G3H	\$	
0001AD	4M0J731300 172419E5551	AA	1	21 02040000005LSL68P1724192516 S01021	04MJLE	W31G3H	\$	
TOTAL							\$	293,868.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 02040000005LSL68P1724192516 S01021	W31G3H	\$ 293,868.00
TOTAL				\$ 293,868.00

ACRN	EDI ACCOUNTING CLASSIFICATION
AA	21 101120400000 W31G3H 05L5L6B172419E555125164M0J731300 04MJLE S01021

Page 13 of 41	Reference No. of Document Being Continued PIN/SIN W3P4Q-10-C-0003 MOD/AMD
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite	Title	Date
H-1 52.204-4706	PROTECTION AND HANDLING OF FOR OFFICIAL USE ONLY INFORMATION (USAMCOM)	JUN/1997

Information and/or material identified 'For Official Use Only' (FOUO) shall be protected and handled in accordance with the following:

a. **DEFINITION.** Information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public for one or more reasons cited in Freedom of Information Act (FOIA) Exemptions 2 through 9 shall be considered as being 'For Official Use Only'. No other material shall be considered or marked 'For Official Use Only' (FOUO). FOUO is not authorized as a form of classification to protect national security interests.

b. SAFEGUARDING FOUO INFORMATION.

(1) During Duty Hours: During normal working hours information determined to be FOUO shall be placed in an out-of-sight location if visitors, casual traffic and other nongovernment/noncontractor personnel have access to the work area.

(2) During Non-duty Hours: At the close of business, FOUO records shall be stored so as to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, etc., is adequate when normal U.S. Government or government/contractor internal building security is provided during non-duty hours. When such internal security control is not exercised, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, FOUO material shall be stored in locked receptacles such as file cabinets, desks or bookcases.

c. **TRANSMISSION OF FOUO INFORMATION.** FOUO information will be transported in a manner that precludes disclosure of its contents. When not commingled with classified information, FOUO information may be sent via first-class mail or parcel post. Bulky shipments that otherwise qualify under postal regulations may be sent fourth-class mail. Transmittal documents will call attention to the presence of FOUO attachments.

d. TERMINATION, DISPOSAL AND UNAUTHORIZED DISCLOSURES.

(1) **Termination:** The originator or other competent authority, e.g., initial denial and appellate authorities, shall terminate 'For Official Use Only' markings or status when circumstances indicate that the information no longer requires protection from public disclosure. When FOUO status is terminated, all known holders shall be notified, to the extent practical. Upon notification, holders shall efface or remove the 'For Official Use Only' markings, but records in file or storage need not be retrieved solely for that purpose.

(2) **Disposal:** FOUO materials may be destroyed by tearing each copy into pieces to preclude reconstruction, and placing them in regular trash containers. When local circumstances or experience indicates that this destruction method is not sufficient, protective of FOUO information, local authorities may direct other methods but must give due consideration to the additional expense balanced against the degree of sensitivity of the type of FOUO information contained in the records.

(3) **Unauthorized disclosure:** The unauthorized disclosure of FOUO information does not constitute an unauthorized disclosure of DOD information classified for security purposes. Appropriate administrative action should be taken, however, to fix responsibility for unauthorized disclosure whenever feasible, and appropriate disciplinary action should be taken against those responsible. The DOD component that originated the FOUO information shall be informed of its unauthorized disclosure.

(End of Clause)

H-2 52.232-4711 SPECIAL BILLING INSTRUCTIONS (USAMCOM)

JUN/1997

a. The supplies/services procured under this contract are controlled by Contract Line Item Number described in the schedule. The funding is structured by either line item, subtitle item, or exhibit line item, to satisfy Command Management requirements, the provisions of DARS PART 4 and provisions of the Military Standard Contract Administrative Procedures (MILSCAP) manual, DOD 4000.25-M, Billing, therefore, will be against the line item, subtitle item or exhibit line item when such are cited in this schedule and Accounting and Appropriation Data. The Government reserves the right to change the line item, subtitle item, or exhibit line item structure unilaterally as required by command management processes relating to fiscal management and MILSCAP without change in contract cost or fee.

b. The Contractor shall maintain his records to facilitate and support billings by line item, subtitle item, or exhibit line item when cited.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 14 of 41
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD	
Name of Offeror or Contractor: RAYTHEON COMPANY			

(End of Clause)

H-3 52.239-4701 YEAR 2000 WARRANTY - NON-COMMERCIAL SUPPLY ITEMS (USAAMCOM) NOV/1998

The contractor warrants that each non-commercial item of hardware, software, and firmware product delivered or developed under this contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor, to the extent that all delivered or developed products (e.g. hardware, software, firmware) used in combination with such delivered or developed products properly exchanges date/time data with it. If the contract requires that specific delivered or developed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those delivered or developed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be defined in, and subject to, the terms and limitations of the contractor's warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary, in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any delivered item whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after 29 February 2000 or 90 days after acceptance, whichever occurs last. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

(End of clause)

H-4 52.239-4702 REQUIREMENT FOR INFORMATION TECHNOLOGY TO BE YEAR 2000 COMPLIANT NOV/1998
(USAAMCOM)

a. Definitions. As used in this clause --

1. "Information technology" means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(a) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency which --

(1) Requires the use of such equipment; or requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.

(b) The term "information technology" includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(c) The term "information technology" does not include --

(1) Any equipment that is acquired by a contractor incidental to a contract; or

(2) Any equipment that contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology.

2. "Year 2000 Compliant" means information technology which accurately processes date/time data (such as calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculation, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges accurate date/time data with it.

b. All information technology must be Year 2000 compliant.

The Contractor guarantees that the hardware, software, and firmware which is acquired by this contract, shall include design and/or performance specifications to ensure that the Government shall not experience performance abnormalities associated with such calculations. The design to ensure year 2000 compliancy shall include date/century recognition, calculations that accommodate same century and multi-century formulas and date values, and date data interface values that reflect an accurate and correct day, month, year and century. In the manipulation of external data, the contractor is responsible for ensuring that the system works accurately based on

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHIN W31P4Q-10-C-0003	Page 15 of 41 MOD/AMD
Name of Offeror or Contractor: RAYTHEON COMPANY		

correct data input. When a total system is contracted for, the contractor is responsible for ensuring that calculations are accurate and successful in computations involving any year. In addition, the Contractor guarantees that leap year calculations will be accommodated and will not result in hardware, firmware, and/or software failures. The prime contractor is responsible for their subcontractor's products and services provided under this contract.

(End of clause)

H-5 NONDISCLOSURE AGREEMENTS

During performance of this contract, it may be necessary for the contractor to exchange data and interface with Government support Contractors. The Contractor agrees to negotiate in good faith any non-disclosure agreements required with such support Contractors.

H-6 NOTIFICATION OF PERSONNEL CHANGES

The Contractor shall notify the Contracting Officer Representative of any personnel changes involved in their Contractor Delivery System (CDS) Manager and Contractor Field Engineers 14 days in advance, except in times of emergencies.

H-7 OPTIONS

The Government may require the delivery of the numbered line items, identified in the schedule as option items, in the quantities shown in the schedule. The option CLINs for Engineering Services hours will be exercised by ESMs at the prices stated in the schedule. The Contracting Officer may exercise each option at the times shown in Section F of the contract. Range options may be exercised in varying amounts, for any portion thereof, one or more times, up to the maximum cumulative number of hours and dollar amounts shown for each option items. Manhours for the range options may be moved from one year to the next or moved from a future year to a current year and purchased at the rate for the year in which actually purchased provided the total number of hours purchased does not exceed the cumulative total for all option manhours of [REDACTED]. The Material/ODC allotted for each option may also be moved provided the total cumulative amount is not exceeded.

H-8 52.242-4702 TECHNICAL LIAISON AND SURVEILLANCE CLAUSE (USAAMCOM) JUN/1997

Performance by the Contractor of the technical aspects of this contract shall be under the cognizance of the JLENS COTE, REDSTONE ARSENAL, AL. 35898. All technical liaison with and technical surveillance of the contractor, within the scope of this contract, will be furnished by the Project Manager, or his authorized representative. Communication of technical matters pertaining to this contract shall be directly between the Contractor and the U.S. Army Aviation and Missile Command, ATTN: CMDS Project Office, Attn: SPAE-MSLS-CMDS-JLN, Redstone Arsenal, AL, 35898-5249, with a copy of such correspondence to the ACO and PCO.

The above clause is governed by the following:

No change in the scope or within the scope of this contract which would effect a change in any term or provision of this contract shall be made except by a modification executed by the Contracting Officer. The Contractor is responsible to insure that all contractor personnel are knowledgeable and cognizant of this contract provision. Changes to contract effort accepted and performed by contractor personnel outside of the contract without specific authorization of the Contracting Officer shall be the responsibility of the Contractor.

H-9 GOVERNMENT-CONTRACTOR RELATIONSHIPS

A. Contractor personnel under this contract shall not:

1. Be placed in a position where they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian;
2. Be placed in a quasi-Government or policy making position;
3. Be placed in a position of command, supervision, administration or control over Department of Army military or civilian personnel, or become part of the Government organization;
4. Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of Army or other applicable Federal Agencies;
5. Be used in administration or supervision of Government procurement activities.

B. The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government.

C. All contract personnel attending meetings, answering Government telephones, sending electronic mail, and working in other situations where their contractor status has not been made known to third parties shall identify themselves as such to avoid creating an impression that they are Government officials. Contractor personnel shall also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

H-10 OBSERVANCE OF REGULATIONS AT GOVERNMENT INSTALLATIONS

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 16 of 41
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD	
Name of Offeror or Contractor: RAYTHEON COMPANY			

IF ALL OR ANY PART OF THE WORK IS TO BE PERFORMED AT A GOVERNMENT-OWNED INSTALLATION OF RESERVATION, THE CONTRACTOR PERSONNEL WORKING AT SUCH INSTALLATION OF RESERVATION SHALL BE REQUIRED TO OBSERVE ALL SPECIFIC RULES AND REGULATIONS PROMULGATED FOR ALL PRIVATE CONTRACTOR PERSONNEL PERTAINING TO CONDUCT, SAFETY AND SECURITY PRESCRIBED BY THE AUTHORITIES AT SAID INSTALLATION AND RESERVATION IN THE PERFORMANCE OF THEIR DUTIES.

H-11 LOSS, DAMAGE, OR RELATED EXPENSE

ANY LOSS, DAMAGE OR EXPENSE, BORNE BY THE CONTACTOR OR ITS EMPLOYEES, INCLUDING ANY LOSS OR DAMAGES TO ANY PROPERTY LOCATED IN THE COUNTRY AND OWNED OR LEASED BY THE CONTRACTOR OR ITS EMPLOYEES, RESULTING FROM ANY WAR, CIVIL STRIFE, OR ACT FOR POLITICAL OR TERRORIST PURPOSES, OF ANY PERSON OR PERSONS, WHETHER OR NOT AGENTS OF A SOVEREIGN POWER, WHETHER SUCH LOSS, DAMAGE OR EXPENSE IS ACCIDENTAL OR INTENTIONAL, SHALL BE REIMBURSED TO THE CONTRACTOR, PROVIDED COST OR SUCH LOSS, DAMAGE OR EXPENSE IS NOT REIMBURSED TO THE CONTRACTOR THROUGH INSURANCE COVERAGE THEREOF.

H-12 GOVERNMENT FURNISHED PROPERTY (USAAMCOM)

IN THE PERFORMANCE OF CONTRACTUAL ACTIONS, THE CONTRACTOR IS AUTHORIZED TO USE THE GOVERNMENT PROPERTY HELD BY THE CONTRACTOR, OR TO BE ACQUIRED BY THE CONTRACTOR FOR THE GOVERNMENTS ACCOUNT OR FURNISHED BY THE GOVERNMENT UNDER THE TERMS OF THE FOLLOWING CONTRACTS OR AGREEMENTS ON A RENT-FREE, NONINTERFERENCE BASIS ON CONTRACT DASG60-98-C-0001 RAYTHEON COMPANY ANDOVER, MA.

H-13 SERVICES FURNISHED BY THE GOVERNMENT

IN ACCORDANCE WITH SERVICES TO BE RENDERED HEREUNDER, THE GOVERNMENT SHALL FURNISH AND SUPPLY THE CONTRACTOR THE FOLLOWING FACILITIES AND SERVICES:

- A. USE OF GOVERNMENT COMMUNICATION FACILITIES FOR THE EXCHANGE OF MESSAGES BETWEEN CONTRACTOR PERSONNEL AND THE CONTRACTOR, WHERE AND WHEN AVAILABLE IF THE CONTRACTOR IS UNABLE TO PRECURE COMMERCIAL COMMUNICATION SERVICES; USE THEREOF SHALL BE SUBJECT TO GOVERNMENT APPROVAL.
- B. USE OF GOVERNMENT SERVICES AND AGENCIES IN THE TRANSMITTAL OF FUNDS TO CONTRACTOR PERSONNEL AND AS A MEDIUM OF COMMERCIAL EXCHANGE FOR SAID PERSONNEL WHEN ADEQUATE COMMERCIAL SERVICES AND FACILITIES ARE NOT AVAILABLE, SUBJECT TO AVAILABILITY AND TO THE APPROVAL OF THE INSTALLATION/SITE COMMANDER.

H-14 SPECIAL DEFINITIONS

CONTRACTOR REPRESENTATIVES LOCATED ON SITE ARE ELIGIBLE FOR CONSIDERATIONS PROVIDED TO COMPANY GRADE OFFICERS, SUBJECT TO AVAILABILITY AND TO THE APPROVAL OF THE INSTALLATION/SITE COMMANDER.

H-15 GOVERNMENT NOTIFICATION OF FOLLOW-ON CONTRACT

THE GOVERNMENT WILL NOTIFY THE CONTRACTOR PRIOR TO THE END OF THE PERIOD OF PERFORMANCE OF THIS CONTRACT OF ITS INTENT TO AWARD A FOLLOW-ON CONTRACT OR ITS INTENT NOT TO AWARD A FOLLOW-ON CONTRACT; IN TURN THE CONTRACTOR WILL NOTIFY THE GOVERNMENT OF HOW MANY RAYTHEON EMPLOYEES WILL REMAIN ON THE WORK SITE AND THE NUMBER TO BE DEMOBILIZED AS WELL AS THE MOBILIZATION OF REPLACEMENT PERSONNEL, IF APPLICABLE. MOBILIZATION/DEMOBILIZATION COST WILL BE ADDED TO THE CONTRACT AT AN AGREED TO RATE.

H-16 LEAVE

COST ASSOCIATED WITH ONE WEEK'S HOME LEAVE AFTER 6 MONTHS IN THEATER FOR EACH CONTRACTOR MAJOR ITEMS TECHNICIAN ARE ALLOWABLE.

H-17 FLY MILITARY AIRCRAFT

THE CONTRACTOR MAY BE REQUIRED TO FLY VIA FIXED WING OR ROTARY AIRCRAFT TO REMOTE SITES IN ORDER TO PERFORM TECHNICAL EVALUATION/INSTRUCTIONS.

H-18 PHYSICAL SECURITY REGULATIONS

THE CONTRACTOR SHALL COMPLY WITH APPLICABLE PORTIONS OF AR 190-13, THE ARMY PHYSICAL SECURITY PROGRAM; AR 190-51, SECURITY OF THE ARMY PROPERTY AT UNIT AND INSTALLATION LEVEL; DA PAMPHLET 190-51, RISK ANALYSIS OF ARMY PROPERTY; AND AMC SUPPLEMENT 1 TO AR 190-13. THE TERM "APPLICABLE PORTIONS" OF SUBJECT REGULATIONS AND SUPPLEMENTS IS DEFINED AS THOSE REGULATORY REQUIREMENTS CONTAINED THEREIN THAT PROVIDE REGULATORY GUIDANCE FOR THE PHYSICAL SECURITY OF THOSE ASSETS ASSOCIATED WITH OR IN THE CUSTODY OF THE CONTRACTOR, AS IT PERTAINS TO THEIR MISSION.

H-19 LOGISTIC SUPPORT FOR CONTRACTOR EMPLOYEES AND DEPENDENTS

1. LOGISTIC SUPPORT FOR CONTRACTOR EMPLOYEES AND DEPENDENTS WILL BE FURNISHED IN AREAS WHERE SOFA PRIVILEGES ARE

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SHN W31P4Q-10-C-0003	Page 17 of 41 MOD/AMD
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Name of Offeror or Contractor: RAYTHEON COMPANY

AVAILABLE FOR OCONUS SUPPORT OF THIS CONTRACT AS FOLLOWS:

- A. COMMISSARY (INCLUDES RATIONED ITEMS).
- B. AAFES FACILITIES (MILITARY EXCHANGE) (INCLUDES RATIONED ITEMS).
- C. ARMED FORCES RECREATION FACILITIES.
- D. CLASS VI (ALCOHOLIC BEVERAGES, INCLUDES RATIONED ITEMS).
- E. CUSTOMS EXEMPTION.
- F. LEGAL ASSISTANCE.
- G. LOCAL GOVERNMENT TRANSPORTATION FOR OFFICIAL GOVERNMENT BUSINESS (NONTACTICAL VEHICLE).
- H. LOCAL MORALE/WELFARE RECREATION SERVICES.
- I. MILITARY BANKING FACILITIES.
- J. MILITARY POSTAL SERVICE.
- K. MORTUARY SERVICE - OFFICER OR NCO/EM CLUBS.
- L. POV (PRIVATELY-OWNED VEHICLES).
- M. POV REGISTRATION FOR USAREUR.
- N. PURCHASE OF POL (PETROLEUM AND OIL PRODUCTS).
- O. TRANSIENT BILLETS.

NOTE: TRANSIENT BILLETS MAY BE AUTHORIZED ON A SPACE-AVAILABLE BASIS AFTER ALL OTHER ELIGIBLE PERSONNEL HAVE BEEN BILLETED.

- P. MESSING FACILITIES AT REMOTE SITES ONLY (REIMBURSABLE).
 - Q. ARMY CONTINUING EDUCATION SERVICES.
 - R. CREDIT UNION FACILITIES.
 - S. DEPENDENT SCHOOLS, ON A SPACE-AVAILABLE, TUITION-PAYING BASIS.
- NOTE: DEPENDENT SCHOOLS ARE NOT AUTHORIZED ON A SPACE-REQUIRED BASIS FOR CONTRACTOR PERSONNEL.
- T. MEDICAL/DENTAL SERVICES ON A REIMBURSABLE BASIS: DENTAL CARE, AVAILABLE ONLY FOR EMERGENCY CONDITIONS, ON A REIMBURSABLE BASIS.
 - U. PET/FIREARMS REGISTRATION AND CONTROL.
 - V. NATO STATUS OF FORCES AGREEMENT STAMP.

- 2. LOGISTIC SUPPORT OF DEPENDENTS IS HEREBY AUTHORIZED UNDER THIS CONTRACT.
- 3. CONTRACT PERSONNEL MUST NOT BE ORDINARILY RESIDENT IN THE HOST COUNTRY, NATIONALS OF NON-NATO COUNTRY OR STATELESS PERSONS. THEY MUST BE ENGAGED FULL TIME IN SUPPORT OF A US FORCES MISSION.
- 4. SPECIFIC ATTENTION IS INVITED TO THE FACT THAT QUATERMASTER LAUNDRY, DRY-CLEANING, AND PERMANENT FAMILY OR BACHELOR GOVERNMENT QUARTERS ARE NOT INCLUDED AS ITEMS OF INDIVIDUAL LOGISTIC SUPPORTS.
- 5. LOGISTIC SUPPORT FOR CONTRACTOR EMPLOYEES AND DEPENDENTS FOR OCONUS WILL BE CHARGED ACCORDING TO ANY APPLICABLE STATUS OF FORCES AGREEMENTS (SOFA), AT THE DISCRETION OF THE LOCAL U.S. ARMY COMMAND.

H-20 TAXES AND CUSTOMS DUTIES

THE NEGOTIATED PRICE HEREIN INCLUDES NO AMOUNT FOR PAYMENT TO ANY FOREIGN GOVERNMENT FOR ANY TAXES (INCLUDING "INCOME"), IMPORT OR EXPORT DUTIES, LICENSES, EXCISES, IMPORT BONDS, DEPOSITS, OR ANY OTHER IDENTIFIABLE CHARGES. IT IS AGREED THAT THE CONTRACT PRICE SHALL BE EQUITABLY ADJUSTED IN THE EVENT THAT A FOREIGN GOVERNMENT IMPOSES ANY SUCH CHARGES RELATING TO THE PERFORMANCE OF WORK UNDER THIS CONTRACT.

H-21 PHYSICAL SECURITY REGULATIONS PERFORMED AT WHITE SANDS MISSILE RANGE (WSMR)

THE CONTRACTOR SHALL COMPLY WITH APPLICABLE PORTIONS OF AR 190-11, PHYSICAL SECURITY OF ARMS, AMMUNITION, AND EXPLOSIVES; AR 190-13, THE ARMY PHYSICAL SECURITY PROGRAM; AR 190-51, SECURITY OF THE ARMY PROPERTY AT UNIT AND INSTALLATION LEVEL; DA PAMPHLET 190-51, RISK ANALYSIS OF ARMY PROPERTY; AND AMC SUPPLEMENT 1 TO 190-11 AND 190-13. THE TERM "APPLICABLE PORTIONS" OF SUBJECT REGULATIONS AND SUPPLEMENTS IS DEFINED AS THOSE REGULATORY REQUIREMENTS CONTAINED THEREIN THAT PROVIDE REGULATORY GUIDANCE FOR THE PHYSICAL SECURITY OF THOSE ASSETS ASSOCIATED WITH OR IN THE CUSTODY OF THE CONTRACTOR, AS IT PERTAINS TO THEIR MISSION.

H-22 HOURS OF WORK

- A. CONTRACTOR PERSONNEL UNDER THIS CONTRACT SHALL BE SUBJECT TO CALL TWENTY-FOUR (24) HOURS PER DAY, SEVEN (7) DAYS PER WEEK. NORMALLY, CONTRACTOR PERSONNEL WILL PERFORM THEIR WORK DURING NORMAL WORKING HOURS ON THE NORMAL WORKING DAYS OBSERVED BY THE INSTALLATION OR ACTIVITY TO WHICH THEY ARE ASSIGNED. NORMAL WORKING HOURS IS DEFINED AS FORTY (40) PER WEEK WITHIN THE DESIGNATED WORK PERIOD.
- B. PREMIUM PAY FOR OVERTIME IS NOT AUTHORIZED.
- C. AN EXTENDED WORK WEEK IS AUTHORIZED FOR CONTRACTOR PERSONNEL AT ALL OCONUS LOCATIONS. AN EXTENDED WORK WEEK IS DEFINED AS FORTY-ONE (41) HOURS UP TO FIFTY-SIX (56) HOURS PER WEEK WITHIN THE DESIGNATED WORK PERIOD. THE EXTENDED WORK WEEK MUST BE APPROVED ON A CASE-BY-CASE BASIS BY THE COR OR CONTRACT TECHNICAL MANAGER.
- D. UNDER CONTINGENCY OPERATION CONDITIONS, AN EXTENDED WORK WEEK UP TO EIGHTY-EIGHT (88) HOURS IS AUTHORIZED FOR CONTRACTOR PERSONNEL WITHIN THE DESIGNATED WORK PERIOD. "CONTINGENCY OPERATION CONDITIONS" IS DEFINED AS AN EMERGENCY SITUATION DECLARED BY THE COMMANDER OF THE UNIT THAT THE CONTRACTOR PERSONNEL IS SUPPORTING. A CONTINGENCY OPERATION RELATED WORK WEEK MUST BE APPROVED ON A CASE BY CASE BASIS BY THE COR OR CONTRACT TECHNICAL MANAGER.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 18 of 41
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

Continued Performance During Crisis Situation

1. The requirements of this contract have been identified by the U.S. Government (USG) as being essential to the mission and operational readiness of the U.S. Army and Allied Forces. Therefore, the contractor may be required to perform this contract on best effort basis during crises situations subject to the requirements and provisions listed below:

a. The contractor's obligations under this contract are limited to providing its reasonable best efforts to provide personnel to deploy with a military unit in a crisis situation that could involve hostilities. The contractor shall be responsible for performing all requirements of this contract notwithstanding crisis situations including the existence of any state of war, whether declared or undeclared by the United States, operations-other-than-war (OOTW), declared state of emergency, civil disturbance, or activity of any type which could endanger the welfare and security of the U. S. and/or its Allied Forces. The contractor's inability to provide personnel under these circumstances shall be considered an excusable delay. Except when required by statute, contractor personnel shall not be subject to the Uniform Code of Military Justice (UCMJ) including the absence/desertion provisions.

b. The existence of a crises situations will be determined by the National Command Authority, the overseas Theater Commander or when defense readiness condition (DEFCON) three (3) is declared for a specific area.

c. Continued performance hereunder may require an equitable adjustment to the contracts estimated cost, fee and/or schedule; therefore, the contractor shall segregate and separately identify all costs incurred in the contract performance during crisis situations. The contractor shall notify the contracting officer (KO) of any increase or decrease in cost within ninety (90) days after the event has occurred or performance has been directed by the KO, or within any additional period that the KO may approve in writing (email acceptable), but not later than the date of final payment under the contract. The contractor's notice shall include the contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the KO. Within ninety (90) days receipt of the contractor's proposal, the parties shall negotiate an equitable adjustment in the contract cost and fee. Failure to agree on any adjustments shall be handled as a dispute under the dispute clause of this contract.

d. In the event a crisis situation is declared by the Theater Commander for an area of operation (AO) in which contractor personnel and/or dependents are currently deployed, contractor personnel and deployed dependents will be integrated into Government contingency plans and afforded the same rights, privileges, protection and priority as U.S. Government (USG) personnel with the equivalent grade of GS12. The USG will provide security, housing, emergency medical and dental care, mail delivery, messing facilities, laundry service, next-of-kin notification and other available support afforded to Government employees and military personnel to contractor personnel and dependents, and, should conditions warrant, evacuation of dependents from the theater or area of operation (AO).

e. The contractor shall be relieved of the requirement for continuing service in the theater or area of operations during the crisis situation or period of hostilities to the extent that qualified personnel willing to serve in the theater or area of operations are not available. The return to the contractor's plant of any employee not willing to serve in the theater of operations or area of deployment shall be determined to be for the convenience of the contractor. However, the contractor shall make reasonable efforts to provide uninterrupted contract performance by qualified, willing personnel. The contract cost and fee shall be equitably adjusted by an amount arising from emergency evacuation of such personnel to the nearest place of safety and their return to the place of performance, when and if appropriate.

f. To ensure that personnel selected for deployment are capable of enduring the rigors of deployment in support of a military operation, the contractor shall conduct periodic medical and dental evaluations of all its contractor's deployable personnel. Personnel that have physical or mental conditions that require continuous monitoring by health care professionals and those with disabilities, pregnancy, and special-needs will not be considered deployable.

g. The activities and responsibilities of the USG under this program may be suspended at any time upon determination by the Theater Commander that, due to war, armed conflict, insurrection, military or civil unrest, or any other condition, the best interests of the USG so require. The parties hereto shall negotiate an equitable adjustment to the contract to reimburse the Contractor for any special or additional costs resulting from such suspension and return to Contractor's plant of all contractor personnel, equipment and material.

h. Contractor Personnel assigned to support crisis situations will be entitled to receive hazardous duty pay premium of IAW the contractor's published hazardous pay policy. Other direct cost items, to include travel and per diem, additional insurance coverage and any special equipment associated with the performance of work during a crisis that the volunteering personnel purchase on their own or that the Contractor purchases for the employee may be reimbursed by the USG.

2. In the event that the contractor deploys personnel into an AO in support of a crises situation, the following will apply:

a. To the extent that qualified personnel are willing to serve in the AO, contractor personnel shall deploy, if at all practical, with the supported unit, if directed by the PCO. Contractor personnel arriving in the AO separate from the unit to be supported shall process through the designated CONUS Replacement Center (CRC) to verify requirements for deployment have been met. If applicable, the USG will use its best efforts to cause the host country or pertinent third party countries to minimize delays in

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 19 of 41
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD	

Name of Offeror or Contractor: RAYTHEON COMPANY

transporting personnel, parts and materials of and for the contractor. Under no circumstances will contractor personnel be deployed as a part of the initial attacking/invading forces or prior to such time as the Theater Commander has established a secure base of logistics operations.

b. The USG will facilitate the establishment of required lines of communication to allow the contractor to communicate with locations necessary to perform the requirements of this contract.

c. The contractor shall ensure that contractor employees comply with all guidance, instructions and General Orders applicable to U.S. Armed Forces and Department of Defense (DOD) civilians issued by the Theater Commander or his/her representative. This will include any/all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

d. The contractor shall ensure that all contractor employees comply with pertinent Service and DOD directives, policies and procedures, as well as Federal Statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations (AO).

e. The contractor shall take reasonable steps to ensure the good conduct of its employees. The contractor shall promptly resolve, to the satisfaction of the KO, all contractor employee performance and conduct problems identified by the KO or his/her designated representative.

f. The contracting officer may direct the contractor, at the contractor's expense, to remove and replace, to the extent qualified, willing personnel exist, any contractor personnel failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

g. The contractor shall place all employees deploying to support this contract under administrative control of the designated Logistics Support Element.

h. The KO or his/her representative (in coordination with the Logistics Support Element Commander) shall provide the contractor with all required reporting instructions and procedures.

i. The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military.

j. To the extent that qualified, willing personnel are available, the contractor will replace employees within 72 hours, at contractor expense, if the employee departs an AO without permission from the Theater Command or his designated representative.

k. As required by the operational situation, the government will relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations.

l. Contractor personnel will be integrated into USG contingency plans and afforded the same rights, privileges, protection and priority as U.S. Government (USG) personnel with the equivalent grade of GS12. The USG will provide security (force protection), housing, emergency medical and dental care, mail delivery, messing facilities, laundry service, next-of-kin notification and other available support afforded to Government employees and military personnel, and should conditions warrant, evacuation from the theater or area of operation (AO).

m. While contractor employees are deployed in the theater of operations, the government shall provide legal assistance in accordance with the following conditions:

1). The legal assistance is in accordance with applicable international or host nation agreements.

2). The legal assistance is limited and ministerial in nature, e.g., witnessing signatures on documents and providing notary services, legal counseling (to include review and discussion of legal correspondence and documents), legal document preparation (limited to powers of attorney and advanced medical directives) and help retaining non-DOD civilian attorneys.

n. For any contractor employee determined by the Government at the deployment processing site to be non-deployable for any reason, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, the contractor shall (to the best of their ability and to the extent the qualified, willing personnel are available), provide a replacement in time for a scheduled deployment.

o. As a part of deployment processing at the CONUS Replacement Center (CRC), the USG will provide deploying contractor personnel, at no cost, the following:

1). Access to medical immunizations. Injections against biological and chemical warfare will be provided to contractor personnel as appropriate.

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

2) Special training commensurate with that provided to deploying DOD civilian employees including, but not limited to, training and issuance of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) to be used in the event of the use of biological or chemical weaponry by any party associated with the operation. Successful completion of NBC training will be required for deployment.

3) Legal assistance in accordance with the following conditions:

a) The legal assistance is in accordance with applicable international or host nation agreements.

b) The legal assistance is limited and ministerial in nature, e.g., witnessing signatures on documents and providing notary services, legal counseling (to include review and discussion of legal correspondence and documents), legal document preparation (limited to powers of attorney and advanced medical directives) and help retaining non-DOD civilian attorneys.

4) The USG will supply the contractor with a letter of Accreditation and/or Individual Travel Orders (ID Form 1610), personal identification tags, and DD Form 1173 Identification (ID) Cards, or its equivalent, when necessary for performance of the contract in a crisis situation.

5) The USG will provide to the contractor all required military unique organizational clothing and individual equipment. Types of organizational clothing and individual equipment may include Nuclear, Biological, and Chemical defensive equipment, but will not include the battle dress uniform (BDU) worn by members of the armed services. (As non-combatants on the battlefield, contractors are prohibited from the wearing of U.S. Army uniforms.)

6) The contractor or contractor employee shall sign for all issued organizational clothing and individual equipment, thus, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

7) Upon redeployment or at the direction of the XO, the contractor shall ensure that all issued identification cards, tags, organizational clothing and individual equipment is returned to the USG. The XO will require the contractor to reimburse the USG for organizational clothing and individual equipment lost or damaged due to contractor negligence.

8) The USG will grant contractor personnel status of Forces Agreement (SOFA) protection where available. Contractor personnel accompanying U.S. Armed Forces may be subject to hostile actions. If captured, the status of Contractor personnel will depend upon the type of conflict, applicability of any relevant international agreements, and the nature of the hostile force. The full protections granted to prisoners of war (POWs) under the Geneva (1949) and Hague (1907) conventions apply only during international armed conflicts between signatories to these conventions. Therefore, contractor personnel status will depend on the specific circumstances of an operation. When the United States is a participant in an international armed conflict, Contractor Personnel are entitled to be protected as POWs if captured by a force that is a Geneva/Hague convention signatory. To ensure proper treatment, contractor personnel shall be provided a Geneva Conventions ID Form 489. The contractor shall be entitled to an equitable adjustment in contract cost and fee as a result of the Contractor or contractor personnel incurring any counsel fees, court costs, bail, interpreter fees or other fees and expenses related to performance under this contract.

9) Contractor Personnel deployed overseas to perform work for the United States quality, it injured or killed while deployed, for Workers Compensation under the Defense Base Act. In the event the Defense Base Act is amended or revoked during the performance of the contract, the contractor shall be entitled to an equitable adjustment in the cost, fee, schedule or terms and conditions of this contract. For all personnel deployed during a crisis situation, the contractor may obtain special insurance for coverage in the event of death or dismemberment. In addition, short and long term disability insurance may be provided.

10) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment. Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the contracting officer or his/her representative. The contractor and its employees may be held jointly and severally liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

11) At the contractor employee's and/or contractor's expense, the contractor shall obtain all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer. All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.

12) FAR 28.305 Overseas Workers' Compensation and War-hazard Insurance.

13) FAR 252.228-7003 Capture and Detention. As prescribed in 228.370(d), use the following clause:

CAPTURE AND DETENTION (DEC 1991)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD	Page 21 of 41
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Name of Offeror or Contractor: RAYTHRON COMPANY

(a) As used in this clause-

(1) "Captured person" means any employee of the Contractor who is-

(i) Assigned to duty outside the United States for the performance of this contract; and

(ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or

(iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either-

(A) Engaged in activity directly arising out of and in the course of employment under this contract; or

(B) Captured in an area where required to be only in order to perform this contract.

(2) A "period of detention" begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.

(3) "United States" comprises geographically the 50 states and the District of Columbia.

(4) "War Hazards Compensation Act" refers to the statute compiled in Chapter 12 of Title 42, U.S. Code (sections 1701-1717), as amended.

(b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of-

(1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or

(2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

(c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.

(d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

(e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

*** END OF NARRATIVE H0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003	Page 22 of 41 MOD/AMD
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-4	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2007
I-5	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-6	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-7	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-9	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	MAR/2009
I-10	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	JUN/1999
I-11	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-12	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) -- ALTERNATE I (OCT 1997)	OCT/1997
I-13	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-15	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-20	52.216-8	FIXED FEE	MAR/1997
I-21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	APR/2008
I-22	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-23	52.222-3	CONVICT LABOR	JUN/2003
I-24	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	JUL/2005
I-25	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-26	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-29	52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG/2007
I-30	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-31	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-32	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-34	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-35	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-36	52.230-2	COST ACCOUNTING STANDARDS	OCT/2008
I-37	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT/2008
I-38	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR/2008
I-39	52.232-1	PAYMENTS	APR/1984
I-40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-41	52.232-11	EXTRAS	APR/1984
I-42	52.232-17	INTEREST	OCT/2008
I-43	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-44	52.232-20	LIMITATION OF COST	APR/1984
I-45	52.232-22	LIMITATION OF FUNDS	APR/1984
I-46	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-47	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 23 of 41
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD
Name of Offeror or Contractor: RAYTHEON COMPANY		

	Regulatory Cite	Title	Date
I-48	52.232-25	PROMPT PAYMENT	OCT/2008
I-49	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-50	52.233-1	DISPUTES	JUL/2002
I-51	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-52	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-53	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-54	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
I-55	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-56	52.242-13	BANKRUPTCY	JUL/1995
I-57	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-58	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-59	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-60	52.245-9	USE AND CHARGES	JUN/2007
I-61	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-62	52.248-1	VALUE ENGINEERING	FEB/2000
I-63	52.248-1	VALUE ENGINEERING (FEB 2000) -- ALTERNATE I (APR 1984)	APR/1984
I-64	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-65	52.249-14	EXCUSABLE DELAYS	APR/1984
I-66	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-67	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-68	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-69	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-70	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-71	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-72	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2006
I-73	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-74	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD	MAY/2007
I-75	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAY/2007
I-76	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAR/2008
I-77	252.225-7013	DUTY-FREE ENTRY	OCT/2006
I-78	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-79	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-80	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995) -- ALTERNATE I (JUN 1995)	JUN/1995
I-81	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-82	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-83	252.227-7021	RIGHTS IN DATA--EXISTING WORKS	MAR/1979
I-84	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-85	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-86	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-87	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-88	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-89	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-90	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-91	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-92	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-93	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/2006
I-94	52.216-7	ALLOWABLE COST AND PAYMENT (DEC 2002) -- ALTERNATE I (FEB 1997)	FEB/1997

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W31P4Q-10-C-0003 MOD/AMD	Page 24 of 41
Name of Offeror or Contractor: RAYTHEON COMPANY		

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the -1- day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b) (2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of progress and other payments to the Contractors subcontractors that either have been paid, or that the Contractor is required to pay pursuant to the clause of this contract entitled Prompt Payment for Construction Contracts. Payments shall be made by cash, check, or other form of payment to the Contractors subcontractors under similar cost standards.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003	Page 25 of 41 MOD/AMD
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Name of Offeror or Contractor: RAYTHEON COMPANY

agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6) (i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d) (5) of this clause, the Contracting Officer may--

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

- (1) Shall be the anticipated final rates; and
 - (2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.
- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
 - (2) Adjusted for prior overpayments or underpayments.
- (h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d) (5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 26 of 41
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD	

Name of Offeror or Contractor: RAYTHEON COMPANY

for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of Clause)

I-95

52.216-7

ALLOWABLE COST AND PAYMENT

DEC/2002

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the -1- day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD	Page 27 of 41
Name of Offeror or Contractor: RAYTHEON COMPANY		

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 28 of 41
	PHN/SHN W31P4Q-10-C-0003	MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

(6) (1) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d) (5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d) (5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of Clause)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 29 of 41
	PIIN/SHIN W31P4Q-10-C-0003	MOD/AMD	

Name of Offeror or Contractor: RAYTHEON COMPANY

rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by a written modification notice to the Contractor within 60 days.

(End of Clause)

I-97 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES JUN/2007

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

-1-

(End of Clause)

I-98 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE MAR/2006
THE UNITED STATES

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from -1-.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W31P4Q-10-C-0003 MOD/AMD	Page 30 of 41
Name of Offeror or Contractor: RAYTHEON COMPANY		

(End of clause)

I-99 52.245-1 GOVERNMENT PROPERTY (DEVIATION -- DARS TRACKING # 2007-00012) JUN/2007
(a) Definitions. As used in this clause

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 31 of 41
	PHIN/SIN W31P4Q-10-C-0003	MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing personal property.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f) (1) (v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f) (1) (ii) (A) of this clause).

(iii) The Government may, at its option, furnish property in an as-is condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3) (i) The Contracting Officer may by written notice, at any time

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 32 of 41
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD	

Name of Offeror or Contractor: RAYTHEON COMPANY

- (A) Increase or decrease the amount of Government-furnished property under this contract;
- (B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or
- (C) Withdraw authority to use property.
- (ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.
- (e) Title to Government property.
- (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
- (2) Fixed-price contracts.
- (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as Government property), are subject to the provisions of this clause.
- (ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.
- (iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract
- (A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (B) Title to all other material shall pass to and vest in the Government upon
- (1) Issuance of the material for use in contract performance;
- (2) Commencement of processing of the material or its use in contract performance; or
- (3) Reimbursement of the cost of the material by the Government, whichever occurs first.
- (3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.
- (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.
- (ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon
- (A) Issuance of the property for use in contract performance;
- (B) Commencement of processing of the property for use in contract performance; or
- (C) Reimbursement of the cost of the property by the Government, whichever occurs first.
- (iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as Government property), are subject to the provisions of this clause.
- (f) Contractor plans and systems.
- (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:
- (i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.
- (ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P40-10-C-0003 MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

necessary to meet the record requirements of paragraph (f)(1)(ii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the Property Administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 34 of 41
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD	
Name of Offeror or Contractor: RAYTHEON COMPANY			

- (1) Date of incident (if known).
 - (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
 - (3) Quantity.
 - (4) Unique Item Identifier (if available).
 - (5) Accountable Contract number.
 - (6) A statement indicating current or future need.
 - (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
 - (8) All known interests in commingled property of which the Government property is a part.
 - (9) Cause and corrective action taken or to be taken to prevent recurrence.
 - (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
 - (11) Copies of all supporting documentation.
 - (12) Last known location.
 - (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.
- (vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is
- (A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;
 - (B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
 - (C) Disposed of in accordance with paragraphs (j) and (k) of this clause.
- (viii) Utilizing Government property.
- (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
 - (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.
- (ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.
- (x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.
- (2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.
 - (3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 35 of 41
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD	
Name of Offeror or Contractor: RAYTHEON COMPANY			

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHIN W31P4Q-10-C-0003 MOD/AMD	Page 36 of 41
Name of Offeror or Contractor: RAYTHEON COMPANY		

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority

- (A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;
- (B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j) (2) (i) (A) of this clause, property that was not purchased under paragraph (j) (2) (i) (B) of this clause, and property that could not be returned to a supplier under paragraph (j) (2) (i) (C) of this clause.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for

- (A) Special test equipment with commercial components;
- (B) Special test equipment without commercial components;
- (C) Printing equipment;

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SHN W31P4Q-10-C-0003 MOD/AMD	Page 37 of 41
Name of Offeror or Contractor: RAYTHEON COMPANY		

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Mononuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j) (4) of this clause.

(k) Abandonment of Government property.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD	Page 38 of 41
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Name of Offeror or Contractor: RAYTHEON COMPANY

- (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.
- (2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.
- (3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.
- (l) Communication. All communications under this clause shall be in writing.
- (m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words Government and Government-furnished (wherever they appear in this clause) shall be construed as United States Government and United States Government-furnished, respectively.

(End of clause)

I-100 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/sfars.doc>

(End of Clause)

I-101 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (DEVIATION -- #2008-00008) FEB/2009

(a) Definition.

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Subcontract" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(b) The Contractor's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of Section 834 of Pub. L. 101-189, as amended, shall be included in and made a part of the resultant contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of Section 211 of Pub. L. 95-507.

(c) The Contractor shall --

(1) Ensure that subcontractors with subcontracting plans agree to submit an Individual Subcontract Report (ISR) and/or Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS).

(2) Provide its contract number, its DUNS number, and the e-mail address of the Contractor's official responsible for acknowledging or rejecting the ISR, to all first-tier subcontractors so they can enter this information into the eSRS when submitting their reports.

(3) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans.

(4) Acknowledge or reject all ISRs submitted by its subcontractors using eSRS.

(d) The Contractor shall submit SSRs using eSRS at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 39 of 41
	PIIN/SHIN W31P4Q-10-C-0003	MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

Universities and Minority Institutions. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports.

(1) This report may be submitted on a corporate, company or subdivision (e.g., plant or division operating as a separate profit center) basis, as negotiated in the comprehensive subcontracting plan with the Defense Contract Management Agency.

(2) This report encompasses all subcontracting under prime contracts and subcontracts with the Department of Defense, regardless of the dollar value of the subcontracts, and is based on the negotiated comprehensive subcontracting plan.

(3) The report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. Reports are due 30 days after the close of each reporting period.

(4) The authority to acknowledge receipt or reject the SSR resides with the Comprehensive Subcontracting Program Division, the Defense Contract Management Agency Small Business Center.

(e) All reports submitted at the close of each fiscal year shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification system (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. The authority to acknowledge receipt or reject the Year End Report resides with the Comprehensive Subcontracting Program Division, the Defense Contract Management Agency Small Business Center.

(f) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(g) The Contractor shall include, in contracts that offer subcontracting possibilities, are expected to exceed \$550,000 (\$1,000,000 for construction of any public facility), and are required to include the clause at 52.219-8, Utilization of Small Business Concerns --

(1) 52.219-9, Small Business Subcontracting Plan (DEVIATION) and 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (DEVIATION) with its Alternate I, when the Contracting Officer has included these clauses in the contract for purposes of flowing them down to subcontractors to allow submission of SF 294s in lieu of ISRs.

(2) 252.219-7004, Small Business Subcontracting Plan (Test Program) (DEVIATION) in subcontracts with subcontractors that participate in the test program described in DFARS 219.702.

(3) FAR 52.219-9, Small Business Subcontracting Plan, and 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (DEVIATION) when the Contracting Officer has included these clauses in the contract for purposes of flowing them down to subcontractors to require submittal of ISRs using eSRs.

(End of Clause)

I-102

52.219-4702

PILOT MENTOR-PROTEGE PROGRAM

NOV/2006

1. The Pilot Mentor-Protege Program (MPP) assists small businesses (Proteges) to successfully compete for prime contract and subcontract awards by partnering with large companies or graduated 8(a) firms (Mentors) under individual, project-based Agreements.

2. a. A Mentor firm must be currently performing under at least one active approved subcontract negotiated with DoD or another Federal agency pursuant to FAR 19.702, and be currently eligible for the award of Federal contracts. New mentor applications must be approved and must be submitted to the Office of Small Business Programs (OSBP) of the Cognizant Military Service or Defense Agency (if concurrently submitting a reimbursable Agreement) or to the DoD OSBP, prior to the submission of an Agreement. Mentors and Proteges are solely responsible for finding their counterpart. Legislatively, DoD OSBPs participation in the teaming of partnering Mentors and Proteges is prohibited. Therefore, firms are strongly encouraged to explore existing business relationships to establish a Mentor-Protege relationship.

b. Graduated 8(a) firms may be mentors. To be eligible to participate as a mentor, an 8(a) firm must be --

1) A graduated 8(a) firm that provides documentation of its ability to serve as a mentor;

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD	Page 40 of 41
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Name of Offeror or Contractor: RAYTHEON COMPANY

- 2) Approved to participate as a mentor in accordance with DFARS Appendix I-105; and
- 3) A graduate of the 8(a) program. A firm's graduation can be validated by either
- (a) The Small Business Dynamic Search link of the Central Contractor Registration (CCR) (<http://www.ccr.gov/>) if the firm retains its small business size, or
- (b) Contacting the graduated 8(a) firm's SBA District Office.
3. A Protege firm must be either a small disadvantaged business (SDB), a qualifying organization employing the severely disabled, a women-owned small business (WOSB), a service-disabled veteran-owned small business (SDVOSB), or a historically underutilized business zone (HUBZone). Protege certifications are available from the following sources: for SDB, contact the Small Business Administration (SBA) for certification; for a WOSB, self-certification is sufficient; for an organization employing the severely disabled, they must comply with Section 8046A PL 102-172; for a SDVOSB, they must meet the standards set in Section 8(d)(3) of the Small Business Act (15 U.S.C. 637(d)(3)); and for a HUBZone Small Business, this is a determination to be made by the SBA in accordance with 13 C.F.R. Part 126.
4. Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the "Program") is encouraged. Under the Program, eligible companies approved as mentor firms enter into mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.
5. There are two types of DoD MPP Agreements; direct reimbursement or credit. Direct reimbursed Agreements are those in which the Mentor receives reimbursement costs of developmental assistance provided to the protege. These Agreements are approved by the OSBP of the Cognizant Military Service or Defense Agency as outlined in the Defense Federal Acquisition Supplement (DFARS) Appendix I. Credit Agreements are those in which the Mentor receives a multiple of credit toward their SDB subcontracting goal based on the cost of developmental assistance provided to the Protege. Credit Agreements are currently approved by the Defense Contract Management Agency (DCMA). MPP Agreements must meet the requirements set forth in DFARS Appendix I and the Agreement template. For direct reimbursed Agreement submissions, the Agreement proposal should be submitted to the OSBP of the Cognizant Military Service or Defense Agency. For credit Agreements, the Agreement proposal should be submitted to DCMA. Credit Agreements start on the day they are approved. Direct reimbursement Agreements start on the date that the specific contract vehicle is modified. Mentors cannot incur cost for credit or reimbursement until the Agreement has been approved. Semi-annual reports, annual DCMA performance reviews and Protege 2-year out reports are required for each DoD MPP Agreement.
6. Mentor firms are encouraged to identify and select protege firms from concerns that are defined as: Certified Small Disadvantaged Business, Qualified organization employing the severely disabled, Women-Owned Small Business, Indian-Owned Small Business, Native Hawaiian Organization-Owned Small Business, Qualified HUBZone Small Business, or Service-Disabled Veteran-Owned Small Business.
7. Full details of the program are located at http://www.acq.osd.mil/osbp/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.72, "Pilot Mentor-Protege Program", or, call the Mentor-Protege Hotline at (800) 540-8857.
8. For additional questions after reviewing the information provided, contact the OSBP serving your area.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003	Page 41 of 41 MOD/AMD
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	STATEMENT OF WORK FOR JOINT LAND ATTACK CRUISE MISSILE DEFENSE ELVEVATED NETTED SENSOR SYSTEM (JLENS) ENGINEERING SERVICES	17-DEC-2008	008	EMAIL
Exhibit B	DOCUMENT SUMMARY LIST	17-DEC-2008	002	EMAIL
Exhibit C	CONTRACT DATA REQUIREMNTS LIST	17-DEC-2008	026	EMAIL
Exhibit D	DD254	17-DEC-2008	009	EMAIL

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offeror.
L	Instructions And Conditions, and Notices to Offerors.

APPENDIX C

STATEMENT OF WORK (SOW)

JOINT LAND ATTACK CRUISE MISSILE DEFENSE ELEVATED NETTED SENSOR SYSTEM (JLENS) ENGINEERING SERVICES

1.0 GENERAL

1.1 This SOW delineates in general terms the overall requirements of the engineering services (ES) to be performed by the Contractor; the conduct of nonrepetitive investigation, inspection, analysis and corrective action, and test or evaluation effort which will or may likely impact the software or hardware of the systems, their components, and configuration variants; and support of the JLENS program and its associated role in Integrated Air and Missile Defense. The support shall be allocated among Base Engineering Service Memorandums (ESMs). These Base ESMs are delineated in Section B of the contract and include the allocated hours of support per the respective Base ESM. The base ESMs describe the functional area and/or tasks within the area that may be required of the contractor during performance.

Specific performance of tasks that will be required after option exercise will be indicated by signature of sub-ESMs. These sub-ESMs delineate the technical direction of the respective tasks within Base ESMs. The Contractor is not authorized to perform specific ES tasks (sub-Engineering Services Memorandum or sub-ESMs) until the Government issues an approved Engineering Services Memorandum (ESM) form that describes the specific tasks that are required of the Contractor. The JLENS Product Manager, JLENS Product Office, is designated as the Government Technical Manager for this engineering services contract and will have approval authority of Engineering Services Memoranda (ESMs.) The Deputy Product Manager, JLENS, CMDS Project Office is designated as the Alternate Technical Manager. Approval authority of ESMs and sub-ESMs may also be delegated in writing by the approval authority. Revisions to ESMs will be incorporated by contract modifications. Redirection of effort between ESMs can only be accomplished by means of a contract modification. Revision to sub-ESMs will not require a contract modification.

2.0 ENGINEERING SERVICES MEMORANDUM (ESM) AREAS

2.1 General

2.1.1 All efforts performed under this SOW shall be provided in accordance with (IAW) the ESMs and this SOW. No task shall be duplicated on concurrent contracts, or overlapping contracts.

2.1.2 ESMs shall contain both man-hour and dollar value limitations. Sub-ESMs shall specify man-hours, a dollar value, and contain time phased technical milestones. Man-hours and dollar limitations in the Sub-ESMs shall not be exceeded.

2.1.3 When any effort is initiated, even if to be incrementally funded, the complete effort shall be described in the initial ESM to include phased effort identifying the total cost and cost for each phase.

2.2 ESM Structure.

2.2.1 The contractor shall perform the Engineering Services IAW the Base ESMs. The contractor shall allocate to each Base ESM the total contract funds needed to support the ESM through the contract period. The cumulative allocation under the Base ESMs shall at no time exceed the total contract funds. For level of effort ESMs, such as Program Management, the Base ESM will specify whether or not Sub-ESMs are required. All work content in the Program Management Base ESM will be accounted for within the Base-ESM. Sub-ESMs are not required in Program Management unless specified by the Contracting Officer or Government Technical Monitor. Within all other Base ESMs, Sub-ESMs shall be prepared defining specific work content within a given Base ESM. In no case shall the Contractor exceed the allocated funds in either a Base ESM or Sub-ESM without a revision which adds funds or redefines the ESM SOW.

2.2.1.1 A Sub-ESM shall describe each specific effort under the Base ESM.

2.2.1.2 Funding required for a Sub-ESM shall be obtained from the Base ESM. The total of all specific expenditures under all Sub-ESMs shall at no time exceed the total funds allocated under the Base ESM.

2.2.1.3 At the completion of each Sub-ESM, the contractor shall prepare a final report on that Sub-ESM, as required by the sub-ESM. If a specific report is not required, results of the sub-ESM will be recorded in the Quarterly Status Report.

2.3 Origination of ESMs. Either the contractor or the Government Technical Manager may originate new Base ESMs or Sub-ESMs at any time during the performance of this contract.

2.3.1 Revision of ESMs. In the event it becomes necessary to make any additions, deletions, or revisions to a Base ESM or a Sub-ESM, the contractor shall prepare a revised Base ESM or Sub-ESM. The Government may also submit a revision to a Base ESM or Sub-ESM.

2.3.2 In no case shall the contractor expend funds on a Sub-ESM beyond the original estimated cost prior to approval by the Government Technical Manager of a revision establishing a new estimated cost. The Contractor shall notify the Government Technical Manager when 75 percent of the funds allocated to the Sub-ESM has been expended.

2.3.3 The Government Technical Manager may authorize the shifting of effort from one Sub-ESM to another Sub-ESM or new Sub-ESM (within the same Base ESM and CLIN). This shall

be accomplished by official revision and/or preparation of the Sub-ESMs affected. This does not authorize the redirection of effort outside the contract scope.

2.3.4 The contractor shall prepare and submit, upon request by the Government Technical Manager, a Sub-ESM to provide the necessary effort to accomplish any related task required by the Government. The explicit requirements of a Sub-ESM shall take precedence over the more general requirements in the Base ESMs.

2.4 Priority of ESMs and Sub-ESMs. The Government reserves the right to establish priority of all tasks under this contract.

2.5 Duplication. Sub-ESMs shall not be submitted for tasks where any portion has previously been submitted on a Sub-ESM and disapproved, unless specifically requested by the Government.

2.6 Sub-ESM Preparation. A Sub-ESM shall not be submitted to cover the preparation of Sub-ESMs.

2.6.1 Numbers assigned to any Sub-ESMs (approved/disapproved) shall not be reassigned to subsequent Sub-ESMs.

2.6.2 Duplication of work covered by a previous Sub-ESM shall be sufficient basis for disapproval of a proposed Sub-ESM. The cost of duplication of work under this contract for effort performed under this or any other contract with the Government will not be reimbursable.

2.6.3 Content of Each Sub-ESM. Each Sub-ESM prepared for submittal shall be complete and shall include a statement as to the related effect(s) of the effort on any other Sub-ESM under this contract. Each Sub-ESM shall define as associated costs such as the man-hours, materials cost, and other costs (e.g., travel cost).

2.7 Receipt of Base ESMs or Sub-ESMs. The Government Technical Manager will review each Base ESM or Sub-ESM for conformance to the technical requirements of the contract.

2.7.1 Base ESMs will be incorporated into the contract by formal modification.

2.7.2 Sub-ESMs may be issued by the Government Technical Manager within the limitations of this SOW and the delegation of authority from the PCO.

2.8 Program Management

This area involves Contractor activities regarding summary management of ESMs, including engineering services program planning, control of hours and costs, control and release of reports, and program liaison with the Government. The Contractor shall be a member of the joint Government-Contractor Engineering Services Integrated Product Team (IPT).

2.8.1 The Office of the Assistance Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site to capture all direct labor hours and direct labor dollars incurred by prime contractors and subcontractors required for performance of this contract. The prime contractor is required to provide the information addressed in the contractor user guide at the following web address: <https://cmra.army.mil>. Subcontractors are required to provide the information addressed in the subcontractor user guide at the web address provided above.

The required information includes Contract Number, Delivery or Task Order Number (if applicable), Direct Labor Hours, Direct Labor Dollars, Country, State, Zip Code, City or Installation of Service, Total Obligated Dollars, Total Invoiced Amount, Contractor Company Name, Contractor Point of Contact First and Last Name, Phone Number and Email Address.

The Contractor agrees to include, and require inclusion of, this term in subcontracts at any tier under this contract (except to vendors providing goods and no services other than incidental services). NOTE: Subcontractors will not enter any contract level information, only location data to include direct labor hours, direct labor dollars and location where provided.

The prime contractor shall establish the record.

2.8.1.1 Financial Reporting

The contractor shall submit financial reporting base ESM and sub-ESM IAW Contract Data Requirement Lists (CDRL) A018 and A019.

2.9 Engineering

This area involves Contractor-engineering activities. Included are system engineering functions to include software engineering/support for total system integration or product engineering required for resolution of problems encountered throughout the program lifecycle. Tasks include special studies and investigations, initiation of design changes, reports and test support, and support of system test, integration, and troubleshooting including data acquisition and analysis. In addition, they include the design and fabrication of hardware/software or material necessary to support such activities.

2.10 Product Assurance/Test

This area involves Contractor quality activities relating to maintenance of a reliable system as required by associated system performance requirements and the technical data package. Tasks include reliability assessments, failure analysis, support and collection of test data and review of proposed changes to technical documentation for incorporation of quality and reliability factors. Quality records shall be available for government review at the Contractor's facility.

2.11 Configuration Management

This area involves all Contractor configuration management activities relating to maintenance of and updates to the JLENS specifications and technical data.

2.12 Logistics

2.12.1 As directed, the contractor shall perform logistics studies on all aspects of JLENS hardware components and logistics to include the 10 elements of AR 700-127 (i.e., Technical data (ITEMS), provisioning, tools, facilities, transportation, training, computers, etc.), material handoff/training/transfer/deployment, post-FUE support, and training devices. As directed by the Government may request data on costs, schedule, and impact on the program.

2.12.2 Additional data bases. Upon the direction of the government, the contractor shall prepare additional databases on logistics elements, devices/hardware, and fielding. Comments, changes, and revisions from the Government shall be incorporated into the RPSTL prior to final acceptance.

3.0 ENGINEERING SERVICES MEMORANDUM (ESM) PROCESS

3.1 General

3.1.1 With written delegation of authority from the Procuring Contracting Officer (PCO) and within the limitations of this SOW, the Government Technical Managers or their delegates may issue approved sub-ESMs to the Contractor.

3.1.2 Funding required for a Base ESM shall be obtained from its designated contract CLIN(s). The total expenditures under all Base ESMs shall at no time exceed the total funds allocated under its designated contract CLIN(s).

3.2 Sub-ESM Origination and Preparation

3.2.1 At the request of the Government Technical Managers or their delegate, the Contractor shall prepare and submit an ESM form to describe the necessary effort to accomplish any task required by the Government within the limitations of this SOW. The Government Technical Manager may also prepare a new sub-ESM during the performance of this contract.

3.2.2 The Contractor is not authorized to perform specific tasks under this contract until the Government issues an approved sub-ESM that describes the specific tasks that are required of the Contractor.

3.3 ESM Form Content

3.3.1 Each ESM prepared for submittal IAW DI-MISC-80748 shall also include:

3.3.1.1 A unique ESM number in the following format: two-letter system designator (JL for JLENS), 2-digit year of execution designator (-08), two-digit sequential control number (-01, -02, etc), ie, JL-08-01.

- 3.3.1.2 Designation of effort as 'level of effort' type or 'completion' type.
- 3.3.1.3 Associated CLIN(s) for billing (to be completed by Government) for Government purposes.
- 3.3.1.4 Associated funding type (to be completed by Government) for Government purposes.
- 3.3.1.5 Associated man-hours and dollar value limitations.
- 3.3.1.6 Applicable deliverables.
- 3.3.1.7 Monthly allocation of effort in terms of man-hours and dollars.
- 3.3.1.8 Functional allocation of effort in terms of man-hours.
- 3.3.1.9 Applicable time-phased technical milestones.

3.3.2 When any effort is initiated, even if it is to be incrementally funded, the complete effort shall be described in the initial sub-ESM and shall identify the scope, estimated cost, and completion date, if applicable for each phase, as well as applicable technical milestones, Government Furnished Property (GFP) requirements, and deliverables for each phase.

3.3.3 A sub-ESM shall include a statement as to the related effect(s) of the effort on any other sub-ESM under this contract.

3.4 Sub-ESM Performance

3.4.1 All efforts performed under this SOW shall be provided in accordance with (IAW) this SOW and associated approved Base ESMs. No task shall be duplicated on concurrent contracts, or overlapping contracts.

3.4.2 Man-hours and dollar limitations in the Base ESMs shall not be exceeded.

3.4.3 At the completion of each subESM, the Contractor shall prepare a final report on that sub-ESM, as required by the sub-ESM. If a specific report is not required, results of the sub-ESM will be recorded in the Quarterly Status Report.

3.5 Sub-ESM Revision

3.5.1 In the event it becomes necessary to make any additions, deletions, or revisions to a sub-ESM, at the request of the Government Technical Managers or their delegates, the contractor shall prepare a revised sub-ESM. The Government Technical Managers may also prepare a revised sub-ESM during the performance of this contract.

3.5.2 The Government Technical Managers may authorize the shifting of effort from one sub-ESM to another sub-ESM or new sub-ESM (within the same funded contract CLIN). This shall be accomplished by official revision and/or preparation of the sub-ESMs affected. This does not authorize the redirection of effort outside the contract scope.

3.6 Sub-ESM Prioritization

3.6.1 The Government reserves the right to establish priority of all tasks under this contract.

4.0 DATA

The contractor shall prepare the following data if required by sub-ESM direction:

IDENTIFICATION NO.**NOMENCLATURE (If Required)**

a. CDRL A001 Engineering Services Memorandum DI-MISC-80748

Applies to both Base ESMs and sub-ESMs.

b. CDRL A002 Engineering and Technical Services Accomplishment Report DI-MGMT-80061

c. CDRL A003 Management Plan DI-MGMT-80004
All Contractor-generated plans IAW Base ESM and/or subESM technical direction shall be prepared IAW DI-MGMT-80004. As specific plans are required by ESM performance, a management plan shall be forwarded as required by the Government monitor for the respective ESM. Types of management plans may include different functional plans.

d. CDRL A004 Scientific and Technical Reports DI-MISC-80711

All contractor generated reports IAW sub-ESM technical direction shall be prepared IAW DI-MISC-80711. As specific reports are required by sub-ESM performance, a scientific and technical report shall be forwarded as required by the government monitor for the respective sub-ESM. Types of scientific and technical reports may include different functional reports.

e. CDRLA005 Revisions to Existing Government Documents DI-ADMN-80925

The list of existing Government documents that may require updating are as follows:
Provisioning Parts Listing/Index, Specifications and Standards Usage Report, and Drawing Number Assignment Report.

f. CDRL A006 Publication Cost Report (PCR) DI-FNCL-80729

g. CDRL A007 Engineering Release Record (ERR) DI-CMAN-80463

h. CDLR A008 Modification Work Order (MWO) DI-CMAN-80529

i. CDRL A009 Product Drawings/Models and Associated Lists DI-SESS-81000

j. CDLR A010 Parts Approval Request DI-MISC-80071

k. CDRL A011 Source Control Drawing Approval Request DI-DRPR-81010

l. CDRL A012 Proposed Critical Manufacturing Process Description DI-DRPR-81012

- m. CDRL A013 Engineering Change Proposal (ECP) DI-CMAN-80639
- n. CDRL A014 Notice of Revision (NOR) DI-CMAN-80642
- o. CDRL A015 Request for Nomenclature (DD61) DI-CMAN-81254
- p. CDRL A016 Technical Publications - TM Changes
with Associated Backup Pages No citation

Files shall be included with delivery in a format compliant with Portable Document Format (PDF), and will be backed up with a separate CD-ROM of postscript or word processing files.

- q. CDRL A017 Technical Publications - New and
Changed RPSTL Pages w/Backup Pages No citation

Files shall be included with delivery in a format compliant with PDF, and will be backed up with a separate CD-ROM of postscript or word processing files.

- r. CDRL A018 Funds and Man-Hours Expenditure Report (FMER) DI-FNCL-80331
- s. CDRL A019 Contract Funds Status Report (CFSR) DI-MGMT-81468

**DOCUMENT SUMMARY LIST
FOR THE
JLENS ENGINEERING SERVICES
(Joint Land-Attack-Cruise-Missile-Defense Elevated Networked Sensor System)**

DOCUMENT NUMBER	TITLE	DATE/CATEGORY
1. DI-MISC-80748 (DI# A001)	Engineering Services Memorandum (ESM)	23 Jan 89 Cat. 1
2. DI-MGMT-80061A (DI # A002)	Engineering and Technical Services Accomplishment Report	28 Mar 91 Cat. 1
3. DI-MGMT-80004A (DI # A003)	Management Plan	30 Oct 06 Cat. 1
4. DI-MISC-80711A (DI # A004)	Scientific and Technical Reports	21 Jan 00 Cat. 1
5. DI-ADMN-80925 (DI # A005)	Revisions to Existing Government Documents (Technical Manuals)	5 Jan 90 Cat. 1
6. DI-FNCL-80729A (DI # A006)	Publication Cost Report (PCR)	15 May 98 Cat. 1
7. DI-CMAN-80463C (DI # A007)	Engineering Release Record (ERR)	30 Sep 2000 Cat. 1
8. DI-CMAN-80529 (DI # A008)	Modification Work Order (MWO)	05 Feb 88 Cat. 1
9. DI-SESS-81000C (DI # A009)	Product Drawing/Models and Associated Lists	10 Sep 04 Cat. 1
10. DI-MISC-80071E (DI # A010)	Parts Approval Request	5 Aug 98 Cat. 1
11. DI-SESS-81010C (DI # A011)	Source Control Drawing Approval Request	10 Sep 04 Cat. 1
12. DI-SESS-81012C (DI # A012)	Proposed Critical Manufacturing Process Description (PCMPD)	10 Sep 04 Cat. 1
13. DI-CMAN-80639C (DI # A013)	Engineering Change Proposal (ECP)	30 Sep 2000 Cat. 1

14.	DI-CMAN-80642C (DI # A014)	Notice of Revision (NOR)	30 Sep 2000 Cat. 1
15.	DI-SESS-81000C (DI # A015)	Request for Nomenclature (DD61)	8 Oct 97 Cat. 1
16.	N/A (DI # A016) SOW Para 4.0p	Technical Publications TM Changes with Associated Backup Pages	N/A Cat. 1
17.	N/A (DI # A017) SOW Para 4.0q	Technical Publications New and Changed RPSTL Pages with Backup Pages	N/A Cat. 1
18.	DI-FNCL-80331A (DI # A018)	Funds and Manhour Expenditure Report	30 Oct 06 Cat. 1
19.	DI-MGMT-81468 (DI # A019)	Contract Funds Status Report	19 Oct 95 Cat. 1
20.	AR 700-127 08	Integrated Logistics Support	17 July

CONTRACT DATA REQUIREMENTS LIST <i>(Data Item)</i>						Form Approved OMB No. 0704-0188	
<p>The public reporting burden for this collection of information is estimated to average 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Responses should be written and mailed to Washington, DC 20301-4012. Please do not return your form to the above organization. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.</p>							
A. CONTRACT LINE ITEM NO. I		B. EXHIBIT A		C. CATEGORY: TOP TM OTHER <input checked="" type="checkbox"/>			
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Engineering Services Memorandum (ESM)			3. SUBTITLE ESM		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80748			5. CONTRACT REFERENCE SOW Para 3.3.1 and 4.0a		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM		
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED F	9. FREQUENCY ONE/R	10. DATE OF FIRST SUBMISSION SEE BIK 16	11. DISTRIBUTION			
12. APP CODE A	13. AS OF DATE N/A	14. DATE OF SUBSEQUENT SUBMISSION R/ASR	15. ADDRESS	16. DRAFT	17. FINAL	18. REVIS	19. OTHER
16. REMARKS				SFAE-MSLS-CMDS			
Block 8: The Government will provide approval/disapproval within 45 days after receipt. As part of the approval process, the Contractor may recommend changes to the content with submission of the subESM. Only the technical manager will approve changes in content. The contractor shall resubmit corrected version 15 days after receipt of Government comments/disapproval.				-PE-LM 0 1 0			
Block 9: Distribution F. Further dissemination only as directed by JLENS Product Office. AFDN: SFAE-MSLS-CMDS-JLENS, P.O. Box 1500, Huntsville, AL 35802-3801, 24 March 2008.							
Block 10, 12 & 13: SubESMs shall be submitted as required to initiate specific tasks under appropriate base ESM.							
Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.							
AMSRD-AMR-SE-TD-DM CONCUR [REDACTED]							
LOG# 20080153 NO. PAGES 19 DINO. A001 THRU A019							
NO. LINE ITEM 19 DATE 19 Sep 08							
15. TOTAL				16. TOTAL			
G. PREPARED BY		H. DATE		J. DATE			
[REDACTED]		07/15/08		[REDACTED]			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										Form Approved OMB No. 0704-0188	
<p>The public reporting burden for this collection of information is estimated to average 15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Printing Contracting Officer for the Contract/PR No. listed in Block E.</p>											
A. CONTRACT LINE ITEM NO. I			B. EXHIBIT A		C. CATEGORY: TOP TM OTHER X						
D. SYSTEM/ITEM JLENS Engineering Services				E. CONTRACT/PR NO.				F. CONTRACTOR			
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Engineering and Technical Services Accomplishment Report						3. SUBTITLE			
4. AUTHORITY <i>(Data Acquisition Document No.)</i> DI-MGMT-80061A				5. CONTRACT REFERENCE SOW Para 4.0b				6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM			
7. DD 290 REQ LT		9. DIST STATEMENT REQUIRED F		10. FREQUENCY Monthly		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION			
8. APP CODE NA		11. AS OF DATE 0		13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESSEE		b. COPIES			
14. REMARKS						SFAE-MSLS-CMDS					
						-PE-CM		0 1 0			
<p>Block 9 - Distribution F: Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JLN, P.O. Box 1500, Huntsville, AL 35807-3801-24 March 2001</p> <p>Blocks 12 & 13: First submittal shall be NLT the 10th of the Month following contract award. Subsequent submissions shall be monthly following the first delivery NLT the 10th of the month.</p> <p>Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.</p>						15. TOTAL		0 1 0			
G. PREPARED BY [REDACTED]				H. DATE 07/15/08				J. DATE			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						<i>Form Approved</i> OMB No. 0704-0168	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing/Collecting Office for the Contractor No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY TOP TM OTHER <input checked="" type="checkbox"/>			
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Management Plan			3. SUBTITLE Plan			
4. AUTHORITY (Data Acquisition Document No) DI-MGMT-8000A			5. CONTRACT REFERENCE SOW Para 4.0c		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM		
7. DO 250 REQ LT	8. DIST STATEMENT REQUIRED F	10. FREQUENCY See Blk 16		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION	
8. APP CODE A		11. AS OF DATE NA	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		8. ADDRESSEE		9. CDPICS
16. REMARKS Block 8: The Government will provide approval/disapproval within 45 days after receipt. As part of the approval process, the Contractor may recommend changes to the content with submission of the plan. Only the technical manager will approve changes in content. The contractor shall resubmit corrected version 15 days after receipt of Government comments/disapproval. Block 9: Distribution to further dissemination only as directed by JLENS Product Office. AFFF-SFAE-MSLS-CMDS-JLENS, P.O. Box 1300, Huntsville, AL 35897-3801, 14 March 2010. Block 10, 12 & 13: Plans shall be submitted as required to describe specific tasks under appropriate base ESM. Block 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.					SFAE-MSLS-CMDS		
					-PE-CM		0
						15. TOTAL 0 1 0	
G. PREPARED BY		H. DATE 07/15/08		J. DATE 07/15/08			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										Form Approved OMB No. 0704-0188																	
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</p>																											
A. CONTRACT LINE ITEM NO. I			B. EXHIBIT A			C. CATEGORY: TDP TM OTHER <input checked="" type="checkbox"/>																					
D. SYSTEM/ITEM JLENS Engineering Services					E. CONTRACT/PR NO.			F. CONTRACTOR																			
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Scientific and Technical Reports					3. SUBTITLE																				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80711A				5. CONTRACT REFERENCE SOW Para 4.0d				6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM																			
7. DD 250 REC LT		8. DDT STATEMENT REQUIRED F		10. FREQUENCY See Blk 16		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION																			
9. APP CODE A				11. AN OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		<table border="1"> <thead> <tr> <th rowspan="2">A. ADDRESSEE</th> <th colspan="3">D. COPIES</th> </tr> <tr> <th>Dist</th> <th>Reg</th> <th>Repts</th> </tr> </thead> <tbody> <tr> <td>SFAE-MSLS-CMDS</td> <td></td> <td></td> <td></td> </tr> <tr> <td>-PI-AM</td> <td>0</td> <td>1</td> <td>0</td> </tr> </tbody> </table>					A. ADDRESSEE	D. COPIES			Dist	Reg	Repts	SFAE-MSLS-CMDS				-PI-AM	0	1	0
A. ADDRESSEE	D. COPIES																										
	Dist	Reg	Repts																								
SFAE-MSLS-CMDS																											
-PI-AM	0	1	0																								
<p>15. REMARKS</p> <p>Block 8. The Government will provide approval/disapproval within 45 days after receipt. As part of the approval process, the Contractor may recommend changes to the content with submission of the report. Only the technical manager will approve changes in content. The contractor shall resubmit corrected version 15 days after receipt of Government comments/disapproval.</p> <p>Block 9—Distribution 4; Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JLN-P-0; Box 1500; Huntsville, AL 35897-3001; 24 March 2007</p> <p>Block 10, 12 & 13: Reports shall be submitted as required to document specific tasks under appropriate basic LSM.</p> <p>Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.</p>								<table border="1"> <tr> <td>15. TOTAL</td> <td>0</td> <td>1</td> <td>0</td> </tr> </table>					15. TOTAL	0	1	0											
15. TOTAL	0	1	0																								
G. PREPARED BY [REDACTED]				H. DATE 07/15/08				J. DATE																			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. listed in Block E.											
A. CONTRACT LINE ITEM NO. I			B. EXHIBIT A		C. CATEGORY: TOP TM OTHER <input checked="" type="checkbox"/>						
D. SYSTEM/ITEM JLENS Engineering Services				E. CONTRACT/PR NO.				F. CONTRACTOR			
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM Revisions to Existing Government Documents						3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80925				5. CONTRACT REFERENCE SOW Para 4.0e				6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED F		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION Sec Blk 16		14. DISTRIBUTION			
8. APP CODE A		11. AG OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION Sec Blk 16		1. ADDRESSEE		2. COPIES			
16. REMARKS Block X: The Government will provide approval/disapproval within 10 days after receipt. The contractor shall resubmit corrected version 10 days after receipt of Government comments. Block 9: Distribution E. Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JLN; P.O. Box 1500, Huntsville, AL 35807-3804, 24 March 2010. Block 10, 12 & 13: Revisions shall be submitted as required to capture changes to documents initiated by specific tasks under appropriate base ESM. Block 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.						Draft		Final			
						SFAE-MSLS-CMDS		PE-CM		0	
18. TOTAL								0 1 0			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY [REDACTED] H. DATE 07/15/08 J. DATE

CONTRACT DATA REQUIREMENTS LIST <i>(Data Item)</i>										Form Approved OMB No. 0704-0188			
<small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Printing Contracting Office for the Contract/PR No. listed in Block E.</small>													
A. CONTRACT LINE ITEM NO. 1			B. EXHIBIT A			C. CATEGORY: TOP TM OTHER <input checked="" type="checkbox"/>							
D. SYSTEM/ITEM JLENS Engineering Services					E. CONTRACT/PR NO.			F. CONTRACTOR					
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM Publication Cost Report (PCR)					3. SUBTITLE PCR						
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80729A				5. CONTRACT REFERENCE SOW Para 4.0F				6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM					
7. DD 250 REQ LT		8. DIST STATEMENT REQUIRED F		10. FREQUENCY Monthly		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION					
9. APP CODE NA				11. AS OF DATE 0		13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESSEE		b. COPIES			
16. REMARKS								SFAE-MSLS-CMDS					
								-PR-CM		0		1	
<p>Block 9 - Distribution F: Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JEN, P.O. Box 1500, Huntsville, AL 35897-3801, 24 March 2010.</p> <p>Blocks 12 & 13 - First submittal shall be NLT the 10th of the Month following contract award. Subsequent submissions shall be monthly following the first delivery NLT the 10th of the month.</p> <p>Block 14 - Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management (PR at [redacted]) when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.</p>													
16. TOTAL								0		1		0	
G. PREPARED BY				H. DATE				J. DATE					
[redacted]				07-15-08				[redacted]					

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
<small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>								
A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X				
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM Engineering Release Record (ERR)			3. SUBTITLE ERR				
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80463C			5. CONTRACT REFERENCE SOW Para 4.0g		6. REQUIRING OFFICE SFAE-MSLS-CMDS-PE-CM			
7. DD ZSO REQ LT	8. DIRT STATEMENT REQUIRED F	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESSEE	b. COPIES		
						Draft	Final	
						Req	Ratio	
16. REMARKS Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments. Block 9: Distribution F. Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JLN, P.O. Box 1300, Huntsville, AL 35807-3801, 24 March 2000. Block 10, 12 & 13: ERRs shall be submitted as required to capture changes to documents initiated by specific tasks under appropriate base ESMs. Block 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.					SFAE-MSLS-CMDS			
					-PE-CM	0	1	0

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE
[REDACTED]	07/15/08

JLENS Engineering Services
 CONTRACT W31P4Q-10-C-0003
 EXHIBIT A
 Page 7 Of 26
 Date: 17 MARCH 2010

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)										Form Approved OMB No. 0704-0188		
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Operations (0704-0188). Responses should be given only to requests that carry a unique OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block 2.</p>												
A. CONTRACT LINE ITEM NO. I			B. EXHIBIT A			C. CATEGORY TOP TM OTHER X						
D. SYSTEM/ITEM JLENS Engineering Services					E. CONTRACT/PR NO.			F. CONTRACTOR				
1. DATA ITEM NO. A008		2. TITLE OF DATA ITEM Modification Work Order (MWO)					3. SUBTITLE MWT1					
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80529				5. CONTRACT REFERENCE SOW Para 4.0h				6. REQUIRING OFFICE SFAE-MSLS-CMDS-PE-CM				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED F		10. FREQUENCY See Blk 16		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION				
8. APP CODE A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		* ADDRESSEE		5. COPIES		
16. REMARKS Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments. Block 9: Distribution +; Further dissemination only as directed by JLENS Product Office AFTN: SFAE-MSLS-CMDS-JLN; P.O. Box 1500; Huntsville, AL 35807-2401; 24 March 2000. Block 10, 12 & 13: MWOs shall be submitted as required to document work practices initiated by specific tasks under appropriate base ESMS. Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.								SFAE-MSLS-CMDS		Oral	File	None
								-PE-CM		0	1	0
18. TOTAL								0		1	0	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE 071508
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JLENS Engineering Services
 CONTRACT W31P4Q-10-C-0003
 EXHIBIT A
 Page 8 of 26
 Date: 17 MARCH 2010

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TOP _____ TM _____ OTHER <input checked="" type="checkbox"/>				
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM Product Drawing/Models and Associated Lists				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81000C			5. CONTRACT REFERENCE SOW Para 4.0i		6. REQUIRING OFFICE SFAE-MSLS-CMDS-PE-CM			
7. DD 280 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY See Blk 16		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESSEE	b. COPIES		
						Draft	Final	
							Reg	Repro
<p>16. REMARKS</p> <p>Block 8: The Government will provide approval/disapproval within 10 days after receipt. The contractor shall resubmit corrected version 10 days after receipt of Government comments.</p> <p>Contractor Format is acceptable.</p> <p>Blk 12: Initial submittal is due 30 days after completion of applicable ESM.</p> <p>Block 9: Distribution F; Further dissemination only as directed by JLENS Product Office, ATTN: SFAE-MSLS-CMDS-JLN, P.O. Box 1500, Huntsville, AL 35807-3801, 24 March 2000.</p> <p>Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.</p> <p>See attached tailoring worksheets.</p>					SFAE-MSLS-CMDS			
					-PE-CM	0	1	0
					16. TOTAL			

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

G. PREPARED BY [REDACTED]		H. DATE 09/17/08		I. APPROVED BY [REDACTED]		J. DATE	
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TDP OPTION SELECTION WORKSHEET						
PRODUCT DRAWINGS AND ASSOCIATED LISTS						
A. CONTRACT NO	B. EXHIBIT/ATTACHMENT NO	C. CLIN	D. CDRL DATA ITEM NO			
	A	1	A009			
1. DELIVERABLE PRODUCT (X and complete as applicable.)						
	a. ORIGINALS (Specify current design activity's full size reproducible drawing or digital data file(s) on which is kept the revision record recognized as official) (Identify specification, type, grade and class, etc.)					
X	b. REPRODUCTIONS (Identify specifications, type, grade and class, etc., and quantity of each) Digitized files shall replace stable base Artwork Master Pattern Drawings, the Contractor shall prepare MIL-PRF-28002, Type I, CALS raster images containing un-dimensioned illustrated pictorials of artwork Master and Master Pattern drawings and submit the dimensionally accurate reproducible digital Tagged Image File Format (TIFF) IAW MIS-STD-52406A-IS.					
X	c. DIGITAL DATA (Identify specification, exchange media, etc. and specify original (master) or copy) SEE BLOCK 8					
2. CAGE CODE AND DOCUMENT NUMBERS (X ONE)						
X	a. CONTRACTOR "FOR DESIGNATED COMMERCIAL ITEMS"					
X	b. GOVERNMENT Complete (1) and (2) or (3) "FOR DESIGNATED NON-COMMERCIAL ITEMS AND SOURCE CONTROL DOCUMENTS"					
(1) Use CAGE Code	(2) Use Document Numbers	(3) To Be Assigned By:				
AMCOM CAGE	See Blk 2b(3)	Obtain drawing/associated document numbers from the (PMQ) Configuration Data Management representative, unless otherwise directed				
3. DRAWING FORMATS AND DRAWING FORMS (X one and complete as applicable)						
X	a. CONTRACTOR FORMATS. Forms to be supplied by contractor.					
	b. GOVERNMENT FORMATS. Forms to be supplied by contractor. Samples supplied by (Specify)					
	e. GOVERNMENT FORMATS. Forms to be supplied as Government Furnished Material by (Specify)					
4. TYPES OF DRAWINGS SELECTION (X as applicable)						
X	a. CONTRACTOR SELECTS From ASME Y14.24		X b. GOVERNMENT SELECTS (Specify in Item 8)			
5. ASSOCIATED LISTS (X and complete as applicable)						
X	a. PARTS LISTS (X one)	X (1) Integral	X (2) Separate			
	b. DATA LISTS (X one)	X (1) Not Required	(2) Required (Specify levels of assembly)			
	c. INDEX LISTS (X one)	X (1) Not Required	(2) Required (Specify levels of assembly)			
X	d. WIRING LISTS (X one)	(1) Not Required	X (2) Required (Specify levels of assembly) Wiring Lists shall be provided when assemblies require interconnection.			
X	e. INDENTURED DATA LISTS (X one)	(1) Not Required	X (2) Required			
X	f. APPLICATION LISTS (X one)	(1) Not Required	X (2) Required			
6. DETAILS (X as applicable)						
X	a. MULTIDETAIL DRAWINGS PERMITTED		X b. MONODETAIL DRAWINGS MANDATORY			
7. APPLICABILITY OF STANDARDS. The following Standards apply. (X as applicable)						
X	a. ASME Y14.100, ENGINEERING DRAWING PRACTICES (COMMERCIAL)	B. X	b. ASME Y14.100, WITH APPENDICES B, C, D, E	X	c. ASME Y14.34M ASSOCIATED LISTS	d. EXISTING STANDARDS DO NOT APPLY
		C. X				
		D. X				
		E. X				
8. OTHER TAILORING (Attach additional sheets as necessary)						
BLK 1c:						
DIGITAL DATA: The contractor shall prepare or revise and deliver two dimensional 2D drawings, including all those to which 3D Model data is attached, as MIL-PRF-28002, type I, CALS Raster Image Data with all associated metadata IAW MIS-STD-52406A-IS. 3D CAD model data, when prepared, shall be delivered IAW instructions on, Sheet 2 (Fig 1A)						
(1) 2-D Digital Drawings and Document shall be delivered IAW MIS-STD-52406A-IS formats (paragraph 4.2.4.1.1) with the associative master native 2-D CAD or 3-D CAD Solid Model file. Delivery of Contractor native 2-D CAD format is acceptable provided it meets the requirements of ASME Y14.1-2005.						
(2) Delivery of data in 2-D computer generated drawing formats sourced from master native 3-D CAD solid models shall have no design data and product management information losses.						
(3) There shall be no conflict in data between the 3-D solid model plane view projections and its associated 2-D drawing.						
(4) Government Approval: Signature Block (ASME Y14.1-2005, Section 4), Title Blocks, Contents, Block G shall be used for Government Release Authority. All name blocks shall be completed with authorized signatures or the typed name of the approver, and shown on all drawing formats.						
4.b Government selects drawing type.						

MIL-DTL-31000C

TDP OPTION SELECTION WORKSHEET			
PRODUCT DRAWINGS AND ASSOCIATED LISTS			
<i>Continuation Sheet</i>			
A. CONTRACT NO.	B. EXHIBIT/ATTACHMENT NO.	C. CLIN	D. CORL DATA ITEM NO
	A	1	A009
8. OTHER TAILORING (Attach additional sheets as necessary) <i>Cont.</i>			
<p>(5) The Contractor shall deliver an ISO 10303 STEP data exchange export Part 21 file, compliant with PDM Schema, that is complete with external references to the JLENS TDP content files (2D and CAD drawings, part and assembly 3D solid models, associated documentation) and packing of the respective product (part-assembly) structure and user-defined metadata.</p> <p>BLK 4b: NOTE: See ASME Y14.100, Y14.24, Y14.34 and Y14.35.</p> <p>BLK 7a: 2D/3-D CAD Solid Model Associativity. All 2-D drawings reproduced from digitally maintained CAD data (master source) shall comply with ASME Y14.100, Section 7.D, to establish and maintain 2-D CAD or 3D CAD solid model associativity. Drawing shall have "THIS DRAWING WAS GENERATED FROM A SOLID MODEL AND IS CAD MAINTAINED. CHANGES SHALL BE INCORPORATED BY THE CURRENT DESIGN ACTIVITY" applied beneath the last entry of the revision history block area or above the title block.</p>			

S

TDP WORKSHEET
2-D PRODUCT DRAWINGS, DOCUMENTS & ASSOCIATED LISTS

ASME Y14.100 TAILORING CHECKLIST - SHEET 1

A. Drawing Media (Choose all that apply)	
(1) Non-digital (Specify Convert 1:1 Digital)	<input type="checkbox"/>
(2) Digital Data (3D & 2D CAD, Adobe PDF, 2D Raster, IAW DI-SESS-81000C& MIS-STD-52406A-IS)	<input checked="" type="checkbox"/>
(3) Other (If hardcopy is all that is available, then scan in hardcopy into PDF format)	<input type="checkbox"/>
B. Drawing Format (Choose One)	
(1) Contractor	<input checked="" type="checkbox"/>
(2) Government (forms supplied by the Government)	<input type="checkbox"/>
(3) Government (forms supplied by the Contractor)	<input type="checkbox"/>
Note: Item 3 and B should be consistent	
C. Drawing Sheet Size and Format (Choose One)	
(1) ASME Y14.1	<input checked="" type="checkbox"/>
(2) ASME Y14.1M	<input type="checkbox"/>
D. Application Data (Choose all that apply)	
(1) Contractor option	<input type="checkbox"/>
(2) Required	<input checked="" type="checkbox"/>
(a) On drawing	<input type="checkbox"/>
(b) By reference (Specify)	<input type="checkbox"/>
(c) Contractor option	<input checked="" type="checkbox"/>
(3) General use or multi-use notations	<input checked="" type="checkbox"/>
(a) allowed	<input type="checkbox"/>
(b) not allowed	<input checked="" type="checkbox"/>
E. Drawing Detail (ASME Y14.24) (Choose all that apply)	
(1) Monodetail	<input checked="" type="checkbox"/>
(2) Multidetail (As applicable) Should be consistent with Block 6	<input checked="" type="checkbox"/>
(3) Tabulated	<input checked="" type="checkbox"/>
F. Dimensioning and Tolerancing (Choose all that apply)	
(1) Metric	<input type="checkbox"/>
(2) Decimal-inch	<input checked="" type="checkbox"/>
(3) Application of ASME Y14.5M	<input type="checkbox"/>
(a) Specific issue (revision) required (Specify issue)	<input type="checkbox"/>
(b) Issue in effect (ASME Y14.5M-1994)	<input checked="" type="checkbox"/>
G. Drawing Notes (Choose One)	
(1) On drawing	<input type="checkbox"/>
(2) By reference (Specify)	<input type="checkbox"/>
(3) Contractors option	<input checked="" type="checkbox"/>
H. Types of Drawings (ASME Y14.24) (both, as needed)	
(1) Contractor selects (as needed)	<input checked="" type="checkbox"/>
(2) Government selects (as needed)	<input checked="" type="checkbox"/>

I. Maintenance of Multi-Sheet Drawings (ASME Y14.35M) (Choose all that apply)	
(1) Drawing revision level (DOD preferred)	<input checked="" type="checkbox"/>
(2) All sheets same revision level	<input type="checkbox"/>
(3) Sheet revision level	<input type="checkbox"/>
J. Redrawn Drawings (redrawing without change) (ASME Y14.35M) (Choose one)	
(1) Advance revision level	<input checked="" type="checkbox"/>
(2) Revision level is not advanced	<input type="checkbox"/>
K. Maintenance of Revision History (Choose all that apply)	
(1) Contractor option	<input type="checkbox"/>
(2) Optional methods	
(a) Remove one or more revision record as required	<input type="checkbox"/>
(b) Remove all previous revision history	<input type="checkbox"/>
(c) Remove all revision history but retain line entry for revision authorization and date of revision	<input type="checkbox"/>
(d) Remove all except revision preceding current	<input type="checkbox"/>
(e) Maintain revision history in its entirety	<input checked="" type="checkbox"/>
L. Adding Sheets (ASME Y14.35M) (Choose all that apply)	
(1) Contractor option	<input type="checkbox"/>
(2) Optional methods	
(a) Renumber sheets using consecutive whole numbers	<input checked="" type="checkbox"/>
(b) Number added sheets in decimal-number sequence	<input type="checkbox"/>
(c) Number added sheets in alpha-numeric sequence	<input type="checkbox"/>
M. Deleting Sheets (ASME Y14.35M) (Choose all that apply)	
(1) Contractor option	<input type="checkbox"/>
(2) Optional methods	
(a) Renumber all affected remaining sheets	<input checked="" type="checkbox"/>
(b) Affected remaining sheets not renumbered (revision status of sheets block is updated with notations such as CANC or DEL)	<input type="checkbox"/>
N. Markings on Engineering Drawings (Choose one)	
(1) Special items and processes apply	
(a) Applicable symbols (ASME Y14.100-2004, Table E-1 and Section 7, Table 1)	<input checked="" type="checkbox"/>
(b) Applicable special notes (ASME Y14.100-2004, Appendix E, Paragraphs E-4 through E-7)	<input checked="" type="checkbox"/>
(2) Special items and processes do not apply	<input type="checkbox"/>
O. Associated Lists (ASME Y14.34M) (Choose all that apply)	
(1) Non-digital (Specify Convert 1:1 digital)	<input type="checkbox"/>
(2) Digital Data (Native CAD Drawings IAW DI-SESS-81000C & MIS-STD-52406A-IS)	<input checked="" type="checkbox"/>
(3) Other (If hardcopy is all that is available, then scan in hardcopy into Acrobat® PDF format)	<input type="checkbox"/>

ASME Y14.100 TAILORING CHECKLIST – SHEET 3

P. Types of Associated Lists (ASME Y14.34M) (Choose all that apply)	
(1) Parts Lists	<input checked="" type="checkbox"/>
(a) Integral	<input checked="" type="checkbox"/>
(b) Separate	<input checked="" type="checkbox"/>
(c) Contractors option	<input type="checkbox"/>
(2) Application List	<input checked="" type="checkbox"/>
(3) Data Lists	<input type="checkbox"/>
(4) Index Lists	<input type="checkbox"/>
(5) Indentured Data List	<input checked="" type="checkbox"/>
(6) Wire List (when assemblies require interconnection)	<input checked="" type="checkbox"/>
(7) Other (Specify)	<input type="checkbox"/>
Q. Angle of Projection (ASME Y14.3M) (Choose one)	
(1) 3rd Angle	<input checked="" type="checkbox"/>
(2) 1st Angle	<input type="checkbox"/>
R. Language (Choose one)	
(1) English required	<input checked="" type="checkbox"/>
(2) Other (Specify)	<input type="checkbox"/>
S. Applicability of Appendices	
(1) Appendix B	
(a) as detailed herein	<input checked="" type="checkbox"/>
(b) as modified	<input type="checkbox"/>
(2) Appendix C	
(a) as detailed herein	<input checked="" type="checkbox"/>
(b) as modified	<input type="checkbox"/>
(3) Appendix D	
(a) as detailed herein	<input checked="" type="checkbox"/>
(b) as modified	<input type="checkbox"/>
(4) Appendix E	
(a) as detailed herein	<input checked="" type="checkbox"/>
(b) as modified	<input type="checkbox"/>

MIL-DTL-3100C

TDP OPTION SELECTION WORKSHEET PRODUCT SOLID MODELS			
A. CONTRACT NO	B. EXHIBIT/ATTACHMENT NO. A	C. CLIN 1	D. CDRL DATA ITEM NO. A009
1. DELIVERABLE PRODUCT (X and complete as applicable.)			
X	a. 3-DIMENSIONAL SOLID MODELS (Specify format(s) (Native CAD, STEP, AP, IGES, etc.)) Native Format: Contractor's Modeling CAD Software System and Neutral Format: ISO 10303 STEP Edition 2, AP 214 and 203, See Block 5.		
X	b. 3-D SOLID MODELS ASSOCIATED DRAWINGS (If 2-D drawings based on 3-D solid models are required, indicate here and fill out TDP OPTION SELECTION WORKSHEET - PRODUCT DRAWINGS AND ASSOCIATED LIST) Required with Native 3-D CAD Solid Models. All 2-D drawings and master 2-D CAD or 3-D CAD Solid Models shall have bi-directional data associativity. See Block 5.		
2. CAGE CODE AND DOCUMENT NUMBERS (X ONE)			
X	a. CONTRACTOR "FOR DESIGNATED COMMERCIAL ITEMS"		
X	b. GOVERNMENT Complete (1) and (2) or (3) "FOR DESIGNATED NON-COMMERCIAL ITEMS AND SOURCE CONTROL DOCUMENTS"		
(1) Use CAGE Code AMCOM CAGE	(2) Use Document Numbers See BLK 2b(3)	(3) To Be Assigned By: Obtain new drawing/associated document numbers from the JLENS Configuration Data Management representative, unless otherwise directed	
3. 3-D SOLID MODEL REQUIREMENTS (X one and complete as applicable)			
X	a. CONTRACTOR FORMATS. Models built to contractor requirements. SEE BLOCK 5		
	b. GOVERNMENT FORMATS. 3-D solid models built to Government requirements and formats. (Specify Government modeling applicable specifications or SQW paragraphs.)		
4. APPLICABILITY OF STANDARDS. (Apply an X as applicable)			
X	a. ASME Y14.41, Digital Product Definition Data Practices SEE BLOCK 5	b. Existing Standards Do Not Apply	
5. OTHER TAILORING (Attach additional sheets as necessary)			
<p>BLK 1a Native Formats:</p> <p>(1) 3-D CAD SOLID MODEL. digital product data shall be delivered containing a part and associated assembly 3D representation consisting of a fully defined model, having associated geometry, topology, dimensions, tolerances, annotations, colors, mass properties, material & finish requirements, corresponding notes, attributes, associativity, and revision information.</p> <p>(2) 3-D CAD EXPLICIT MODEL. For source control and vendor item control drawings for commercial or vendor-developed configuration items, the Contractor shall deliver native part and associated assembly 3-D CAD explicit solid models complete with sufficient envelope, mounting and mating dimensions and tolerances, applicable interface characteristics, accurate weight, center of gravity and inertia for part items, approximate for assembly configuration items, and complete with user-defined metadata attributes.</p> <p>(3) 3D CAD Solid Model FD&T, Views, and Units of Measure. 3-D CAD models shall contain functional dimensioning and tolerancing views (assigned in Contractor's geometry and CAD creation standards). All 3-D CAD models dimensions shall be in inches, complying with Y14.5M for dimensions, tolerances and datums.</p> <p>BLK 1a Neutral Formats:</p> <p>ISO 10303 STEP Edition 2, AP 214 and AP203, 3-D CAD SOLID MODEL. 3-D CAD digital product data shall be delivered containing a part and associated assembly 3-D representation consisting of a solid model, associated geometry, dimensions, tolerances, annotations, colors, mass properties, material requirements, and corresponding notes. Conversion of 3-D annotations to polyline text is acceptable should Contractor's CAD system translation process not be capable of GD&T export.</p> <p>DELIVERY METHODS</p> <p>BLK1b: Model Based Definition (MBD) Product Data. Associated 2-D Drawings and Documents developed and released for MBD data sets shall be delivered IAW MIS-STD-52406A-IS. Refer to Drawings/Associated List TDP Worksheet for data formats and preparation requirements.</p> <p>BLK1a/b: File Extensions. The Government Joint Engineering Data Management Information and Control System (JEDMICS) only accepts files with a maximum of 3 characters in the extension. All product model files shall be delivered with a three (3) data file extension. The Contractor shall deliver each 3D Model data set in a zipped file with a file extension of '.zip'.</p>			

MIL-DTL-3100C

TDP OPTION SELECTION WORKSHEET PRODUCT SOLID MODELS <i>Continuation Sheet</i>			
A. CONTRACT NO.	B. EXHIBIT/ATTACHMENT NO.	C. CLIN	D. CDRL DATA ITEM NO.
	A	1	A009
5. OTHER TAILORING (<i>Attach additional sheets as necessary</i>) <i>Cont.</i>			
BLK 3a: Product Data Export Capability			
<p>(1) PDM Schema. The Contractor shall deliver an ISO 10303 STEP data exchange export Part 21 file, compliant with PDM Schema, complete with external references to the JLENS TDP content files (2D and CAD drawings, part and assembly 3D solid models, associated documentation) and packing of the respective product (part-assembly) structure and user-defined metadata. Note: PM should specify file type depending on the intended use of the data.</p> <p>(2) MBDData sets. The Contractor shall construct encapsulated 3-D product technical data sets that include part and assembly 2-D drawings, 3-D CAD solid models, associated lists, material and process specifications, and identify, by reference or entity, all (PMO) 2-D Installation and Kit Drawings, Special Tools and Materials, and specify Installation Test and Calibration Requirements. Product Data Definition Sheet shall be included with the MBDData set(s). (See sample Attachment XX)</p> <p>BLK 3a: Validation Checks. Contractor shall conduct 3-D CAD model data validation checks on native and neutral data as a quality function to identify part, assembly, and installation shape and fit (geometry and topology), dimension and tolerance problems that will affect downstream applications, such as analysis, simulation, rapid prototype, and NC manufacturing and data exchange. A 3-D CAD validation check report shall be provided to Government with each contract 3-D CAD solid model (part and assembly) product data set delivery. The contractor shall submit with each delivery, a statement that the 3-D CAD model data has been validated and is acceptable for manufacturing.</p> <p>BLK 4a: Government Approval. The Contractor shall permanently record the Government design engineer approval name and organization user-defined metadata attributes in part and assembly 3-D CAD model files, Contractor's PDM system, engineering release system, and CAD source software system.</p> <p>BLK 4a: Drawing/Document Creation Standards. The Contractor shall provide to the Government, at <u>initial</u> product data set submittal, the Contractor's geometry and CAD / solid model data creation standard (in Contractor's format). Contractor shall provide any <u>Revisions</u> to this document(s) directly relating to changes in the process of developing and revising 2-D drawings, models and associated documents in subsequent TDP deliveries to the Government.</p>			

CONTRACT DATA REQUIREMENTS LIST							Form Approved OMB No. 0704-0188									
The public reporting burden for this collection of information is estimated to average 110 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.																
A. CONTRACT LINE ITEM NO. I		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER <input checked="" type="checkbox"/>												
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.			F. CONTRACTOR										
1. DATA ITEM NO. A010		2. TITLE OF DATA ITEM Parts Approval Request			3. SUBTITLE											
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80071E			5. CONTRACT REFERENCE SOW Para 4.0j			6. REQUIRING OFFICE SFAE-MSLS-CMDS-LD-JLN										
7. DO 280 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY See Blk 16		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION										
8. APP CODE A		11. AB OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16			w. ADDRESSEE	b. COPIES									
						SFAE-MSLS-CMDS	Final	Mag	Hqtrs							
16. REMARKS Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments. Block 9: Distribution F. Further dissemination only as directed by JLENS Product Office. ALEN, SFAE-MSLS-CMDS-JLN, P.O. Box 1500, Huntsville, AL 35802-3801, 24 March 2010. Block 10, 12 & 13: Parts approval Requests shall be submitted as required by specific tasks under appropriate base ESMs. Block 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [redacted] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.							-PE-EM	0	1	0						
15. TOTAL							0	1	0							
G. PREPARED BY			H. DATE			J. DATE										
[redacted]			07 15/08			[redacted]										

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)										Form Approved OMB No. 0704-0188	
<p>The public reporting burden for this collection of information is estimated to average 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government issuing Contracting Office for the Contract/PR No. listed in Block E.</p>											
A. CONTRACT LINE ITEM NO 1			B. EXHIBIT A			C. CATEGORY TDP TM OTHER <input checked="" type="checkbox"/>					
D. SYSTEM/ITEM JLENS Engineering Services				E. CONTRACT/PR NO.				F. CONTRACTOR			
1. DATA ITEM NO. A011		2. TITLE OF DATA ITEM Source Control Drawing Approval Request					3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81010C				5. CONTRACT REFERENCE SOW Para 4.0k				6. REQUIRING OFFICE SFAE-MSLS-CMDS-PE-C M			
7. DO 280 REQ LT		9. COST STATEMENT REQUIRED F		10. FREQUENCY See Blk 16		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESSES		b. COPIES			
14. REMARKS						SF AE-MSLS-C.MDS -PE-CM		Draft		Final	
								0		1 0	
<p>Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments.</p> <p>Block 9: Distribution F- Further dissemination only as directed by JLENS Product Office. AFTN: SFAE-MSLS-CMDS-JLN, P.O. Box 1500, Huntsville, AL 35807-3801, 24 March 2000.</p> <p>Block 10, 12 & 13: Source Control Drawing Approval Request shall be submitted as required by specific tasks under appropriate base ESMs.</p> <p>Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.</p>											
15. TOTAL								0 1 0			
G. PREPARED BY				DATE 07.15.08				J. DATE			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. listed in Block E.</p>							
A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TOP TM OTHER <input checked="" type="checkbox"/>			
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A012	2. TITLE OF DATA ITEM Proposed Critical Manufacturing Process Description (PCMPD)			3. SUBTITLE PCMPD			
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81012C		5. CONTRACT REFERENCE SOW Para 4.01		6. REQUIRING OFFICE SFAE-MSLS-CMDS-PE-PA			
7. DD 250 REQ LI	8. DIST STATEMENT REQUIRED F	10. FREQUENCY See Blk 16	12. DATE OF FIRST SUBMISSION See Blk 16	14. DISTRIBUTION			
9. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16	a. ADDRESSEE	Draft	Final	Hag	Repro
16. REMARKS Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments. Block 9 - Distribution F; Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JLENS, P.O. Box 1500, Huntsville, AL 35807-3801, 24 March 2010. Block 10, 12 & 13: PCMPDs shall be submitted as required initiated by specific tasks under appropriate base ESMs. Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.				SFAE-MSLS-CMDS			
				-PE-CM	0	1	0
18. TOTAL				0	1	0	
G. PREPARED BY		H. DATE 07/15/08		I. DATE 07 15 08			

17 PRICE GROUP

18 ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188								
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government (using Contracting Officer for the Contract PR No. listed in Block E).														
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY:										
1		A		TOP TM OTHER X										
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR									
JLENS Engineering Services														
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			3. SUBTITLE										
A013	Engineering Change Proposal (ECP)			ECP										
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE									
DI-CMAN-80639C			SOW Para 4.0m		SFAE-MSLS-CMDS-PE-CM									
7. DO Z50 REQ.	8. DIST STATEMENT REQUIRED	10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION								
LT	F	See Blk 16		See Blk 16		o COPIES								
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		A. ADDRESSES									
A		N/A	See Blk 16											
16. REMARKS						SFAE-MSLS-CMDS								
						-PE-CM		0	1	0				
<p>Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments.</p> <p>Block 9: Distribution F; Further dissemination only as directed by JLENS Product Office, ATTN: SFAE-MSLS-CMDS-JLN; P.O. Box 1300, Huntsville, AL 35897-3801, 24 March 2010.</p> <p>Block 10, 12 & 13: ECPs shall be submitted as required to change Government controlled documents. The changes shall be initiated by specific tasks under appropriate base ESMs.</p> <p>Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.</p>														
						18. TOTAL						0	1	0
						G. PREPARED BY			H. DATE		J. DATE			
[REDACTED]			07/15/08		[REDACTED]									

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
<p>The public reporting burden for the collection of information is estimated to average 1 1/2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</p>							
A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X			
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.		F. CONTRACTOR		
1 DATA ITEM NO. A014	2 TITLE OF DATA ITEM Notice of Revision (NOR)			3 SUBTITLE NOR			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80642C			5 CONTRACT REFERENCE SOW Para 4.0n		6 REQUIRING OFFICE SFAI-MSLS-CMDS-PE-CM		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY See Blk 16	12. DATE OF FIRST SUBMISSION See Blk 16	14. DISTRIBUTION			
8. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16	a. ADDRESS	b. COPIES	c. Final	d. Rep	e. Supp
10. REMARKS Block 9: Distribution P: Further dissemination only as directed by JLENS Product Office. ATTN: SFAI-MSLS-CMDS-RN; P.O. Box 1500; Huntsville, AL 35807-3801; 24 March 2010. Blk 8, 10, 12 & 13: Submit for approval with Engineering Change proposal (ECP) DI-CMAN-806396. Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format				SFAI-MSLS-CMDS			
				-PE-CM	0	1	0
				18. TOTAL	0	1	0
G. PREPARED BY		H. DATE		J. DATE			
[REDACTED]		07/15/08		[REDACTED]			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										Form Approved OMB No. 0704-0188	
<p>The public reporting burden for this collection of information is estimated to average 140 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. listed in Block E.</p>											
A. CONTRACT LINE ITEM NO.			B. EXHIBIT		C. CATEGORY:						
I			A		TDP TM OTHER <input checked="" type="checkbox"/>						
D. SYSTEM/ITEM				E. CONTRACT/PR NO.			F. CONTRACTOR				
JLENS Engineering Services											
1. DATA ITEM NO.		2. TITLE OF DATA ITEM				3. SUBTITLE					
A015		Request for Nomenclature (DD61)				DD61					
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE			6. REQUIRING OFFICE				
DI-CMAN-81254A				SOW Para 4.0c			SFAE-MSLS-CMDS-PE-CM				
7. DD 280 REQ.		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
LT		F		See Blk 16		See Blk 16					
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		14. ADDRESS		14. COPIES			
A		N/A		See Blk 16		SFAE-MSLS-CMDS					
						-PE-CM		0 1 0			
16. REMARKS											
<p>Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comment.</p> <p>Block 9: Distribution to further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JEN; P.O. Box 1500, Huntsville, AL 35807-3801, 24 March 2000.</p> <p>Block 10, 12 & 13: Requests for Nomenclature (DD61) shall be submitted as required initiated by specific tasks under appropriate base ESMS.</p> <p>Block 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.</p>											
15. TOTAL										0 1 0	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
[REDACTED]	07/15/08	[REDACTED]	

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										Form Approved OMB No. 0704-0188			
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</p>													
A. CONTRACT LINE ITEM NO. 1			B. EXHIBIT A		C. CATEGORY: TDP TM OTHER <input checked="" type="checkbox"/>								
D. SYSTEM/ITEM JLENS Engineering Services				E. CONTRACT/PR NO.			F. CONTRACTOR						
1. DATA ITEM NO. A016		2. TITLE OF DATA ITEM Technical Publications				3. SUBTITLE TM Changes with Associated Backup Pages							
4. AUTHORITY (Data Acquisition Document No.) N/A				5. CONTRACT REFERENCE SOW Para 4.1p			6. REQUIRING OFFICE SFAE-MSLS-CMDS-LD-JLN						
7. DD 280 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY See Blk 16		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION							
8. APP CODE A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESSES		b. COPIES					
16. REMARKS Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments. Block 9: Distribution 1: Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JLN, P-4, Box 1500, Huntsville, AL 35897-3001-24 March 2000. Block 10, 12 & 13: Technical Publications shall be submitted as required by specific tasks under appropriate base ESMS. Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.						SFAE-MSLS-CMDS		Draft		Final			
						-PE-CM		0		1		0	
15. TOTAL										0			
G. PREPARED BY				H. DATE 07 15 08				J. DATE					

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										Form Approved OMB No. 0704-0188		
<p>The initial starting burden for the collection of information is estimated to average 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization; send completed form to the Government Issuing Contracting Officer for the Contract PR No. Asses in Block 6.</p>												
A. CONTRACT LINE ITEM NO. 1			B. EXHIBIT A		C. CATEGORY: TDP TM OTHER <input checked="" type="checkbox"/>							
D. SYSTEM/ITEM JLENS Engineering Services					E. CONTRACT/PR NO.			F. CONTRACTOR				
1. DATA ITEM NO. A018		2. TITLE OF DATA ITEM Funds and Manhour Expenditure Report				3. SUBTITLE FMER						
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331A				5. CONTRACT REFERENCE SOW Para 4.0r			6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM					
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED F		10. FREQUENCY Monthly		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION				
8. APP CODE NA		11. AS OF DATE 0		13. DATE OF SUBSEQUENT SUBMISSION Monthly		a. ADDRESSEE			c. COPIES			
16. REMARKS						SFAE-MSLS-CMDS			Dist			
						PE-CM			0 1 0			
<p>Block 9: Distribution F. Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JEN, P.O. Box 1500, Huntsville, AL 35892-3801, 24 March 2000.</p> <p>Blk 12: Submit 20 calendar days after accounting month ends</p> <p>Reference paragraph 3 in DI-FNCL-20331A: data is to be reported at the Sub-ESM level and rolled up to the Base-ESM level. All EOC (ie labor, material, travel) identified on the Sub-ESM will be reported on the FMER.</p> <p>Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.</p>												
15. TOTAL										0 1 0		
G. PREPARED BY				DATE		J. DATE						
[REDACTED]				07/15/08		[REDACTED]						

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST						Form Approved OMB No. 0704-0188							
The public reporting burden for this collection of information is estimated to average 110 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.													
A. CONTRACT LINE ITEM NO 1		B. EXHIBIT A		C. CATEGORY TOP <input type="checkbox"/> YR <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> X									
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.		F. CONTRACTOR								
1. DATA ITEM NO. A019		2. TITLE OF DATA ITEM Contract Funds Status Report			3. SUBTITLE CFSR								
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81468			5. CONTRACT REFERENCE SOW Para 4.0s		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM								
7. DD 255 REQ LT		8. DUTY STATEMENT REQUIRED F		10. FREQUENCY Monthly		12. DATE OF FIRST SUBMISSION See Blk 16							
9. APP CODE NA		11. AM OF DATE 0		13. DATE OF SUBSEQUENT SUBMISSION Monthly		14. DISTRIBUTION							
15. REMARKS						a. ADDRESS/EE		b. COPIES					
								Draft		Final			
<p>Block 9- Distribution F: Further dissemination only as directed by JLENS Product Office. AFFN-SFAE-MSLS-CMDS-JEN-P.O-Box 1500, Huntsville, AL 35807-3801, 24 March 2010</p> <p>Blk 12: Submit 20 calendar days after accounting month end.</p> <p>Columns 2-10 of Blocks 12, 13, and 14 shall be headed to show a 6-month "rolling window" followed by remaining projections by FY. "Rolling window" is defined as a projection for each of the next 6 months from the reported date. This shall be followed by a projection for remaining months by FY. Reporting shall be at Level 1.</p> <p>Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.</p>						SFAE-MSLS-CMDS							
						-PE-CM		0		1		0	
16. TOTAL →						0		1		0			
G. PREPARED BY [REDACTED]						H. DATE [REDACTED] 07:15/08						J. DATE [REDACTED]	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION		1. CLEARANCE AND SAFEGUARDING	
(The requirements of the DoD Industrial Security Manual apply to all aspects of this effort)		a. FACILITY CLEARANCE REQUIRED	
		b. LEVEL OF SAFEGUARDING REQUIRED	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable)	
<input type="checkbox"/> a. PRIME CONTRACT NUMBER	<input checked="" type="checkbox"/> a. ORIGINAL (Complete date in all cases)	Date (YYYYMMDD)	20080401
<input type="checkbox"/> b. SUBCONTRACT NUMBER	<input type="checkbox"/> b. REVISED (Supersede all previous specs)	Revision No	Date (YYYYMMDD)
<input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER	<input type="checkbox"/> c. FINAL (Complete item 5 in all cases)	Date (YYYYMMDD)	
PAN JL-0050-08	Due Date (YYYYMMDD)		
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes complete the following			
Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes complete the following			
In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.			
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)			
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
Raytheon Company Integrated Defense Systems 350 Lowell Street Andover, MA 01810-4400	05716	Defense Security Service 187 Ballardvale Street Suite B-205 Wilmington MA 01887-1062	
7. SUBCONTRACTOR			
a. NAME, ADDRESS AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICES (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE			
a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
Same as Block 6a			
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT			
The scope of this contract is to perform engineering services to be performed by the contractor, the conduct of non-repetitive investigation, inspection, analysis and corrective action, and test or evaluation effort for the software and hardware, their components and configuration variants; and support of the JLENS system and it's associated role in Integrated Air Defense.			
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA		b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION		e. PERFORM SERVICES ONLY	
(1) Sensitive Compartmented Information (SCI)		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non-SCI		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION		h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION		i. HAVE A TEMPEST REQUIREMENT	
h. FOREIGN GOVERNMENT INFORMATION		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION		l. OTHER (Specify):	
k. OTHER (Specify):		Require classified computer and system processing	

DD Form 254, DEC 1999

Previous editions are obsolete

JLENS Engineering Services
 CONTRACT W31P4Q-10-C-0003
 ATTACHMENT 0001
 Page 1 Of 9
 Date: 17 MARCH 2010

12. PUBLIC RELEASE Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct Through (Specify):
Commander, US Army Aviation and Missile Command, ATTN: AMSAM-PA, Redstone Arsenal AL 35898-5000. Public release is authorized and prohibited for public release. See Attachment 2 for additional guidance.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. In the case of non-DoD Use Agencies, requests for declassification shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes to challenge the guidance or classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (If it is appropriate for the classified effort, attach, or forward under separate correspondence, any documents/copies/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

"FOR BIDDING PURPOSES ONLY. NOT VALID FOR ACTUAL CONTRACT. UPON AWARD, SUBMIT CONTRACT AWARD DDF254 THROUGH APPROPRIATE AMCOM SECURITY CHANNELS FOR CERTIFICATION."

Technical POC is [redacted] telephone [redacted]

See continuation pages for additional security guidance.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

Yes No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements covered and the entity responsible for inspections. Use Item 13 if additional space is needed.)

Yes No

See [redacted] Attachment 2 for additional guidance.

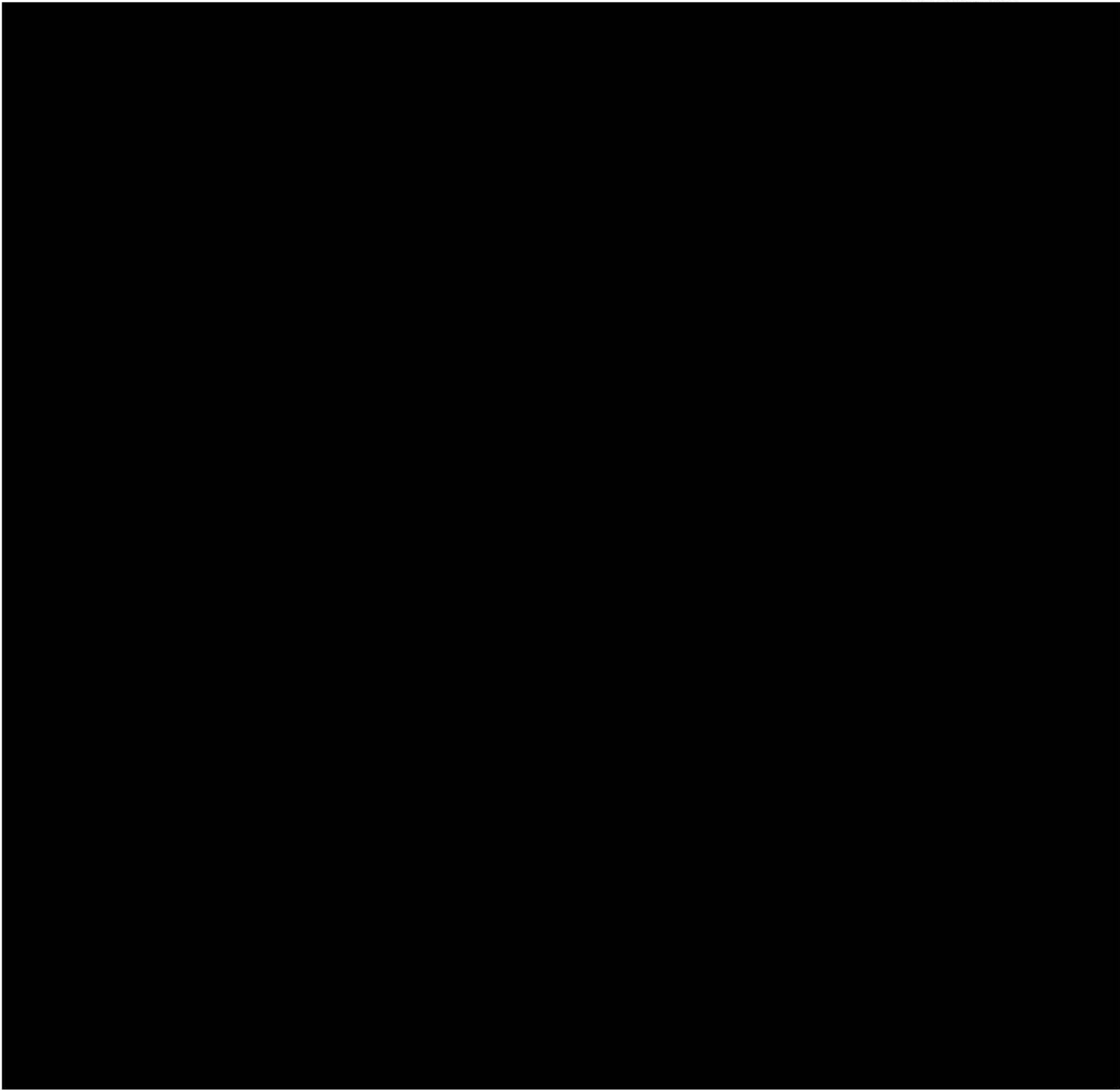
16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

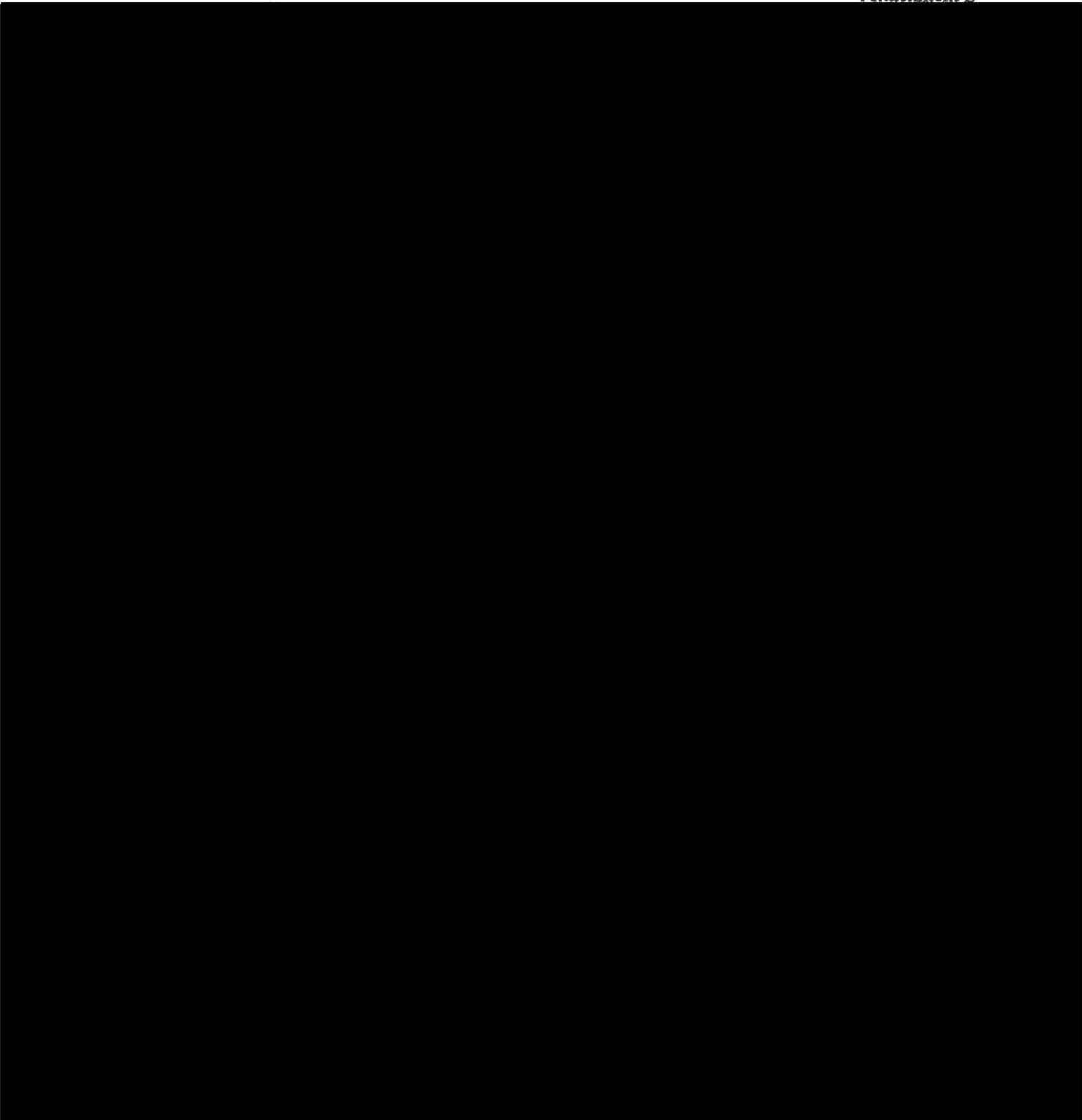
a. TITLE: [redacted] JLENS Program Security Officer

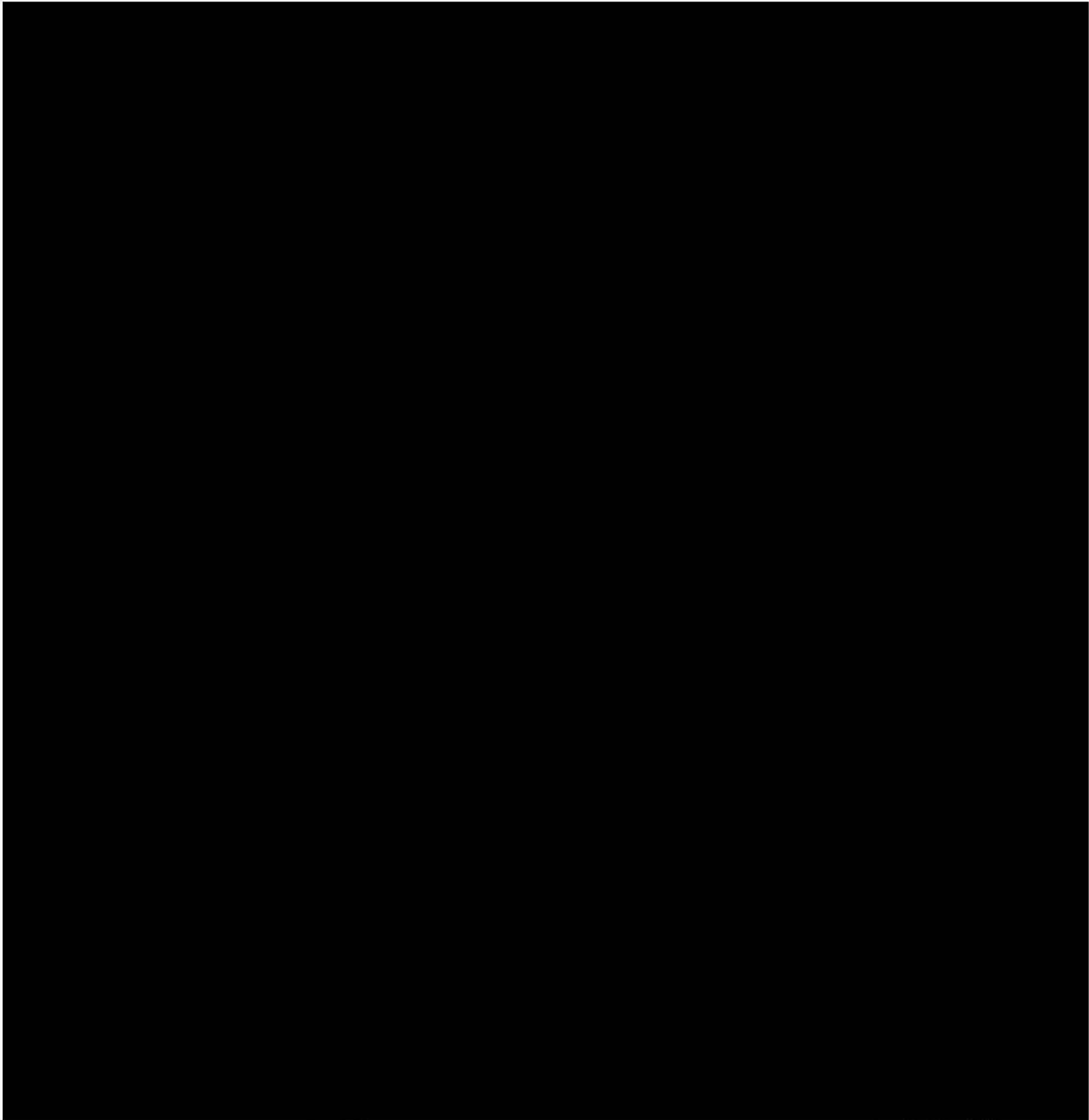
b. TELEPHONE (Include Area Code): [redacted]

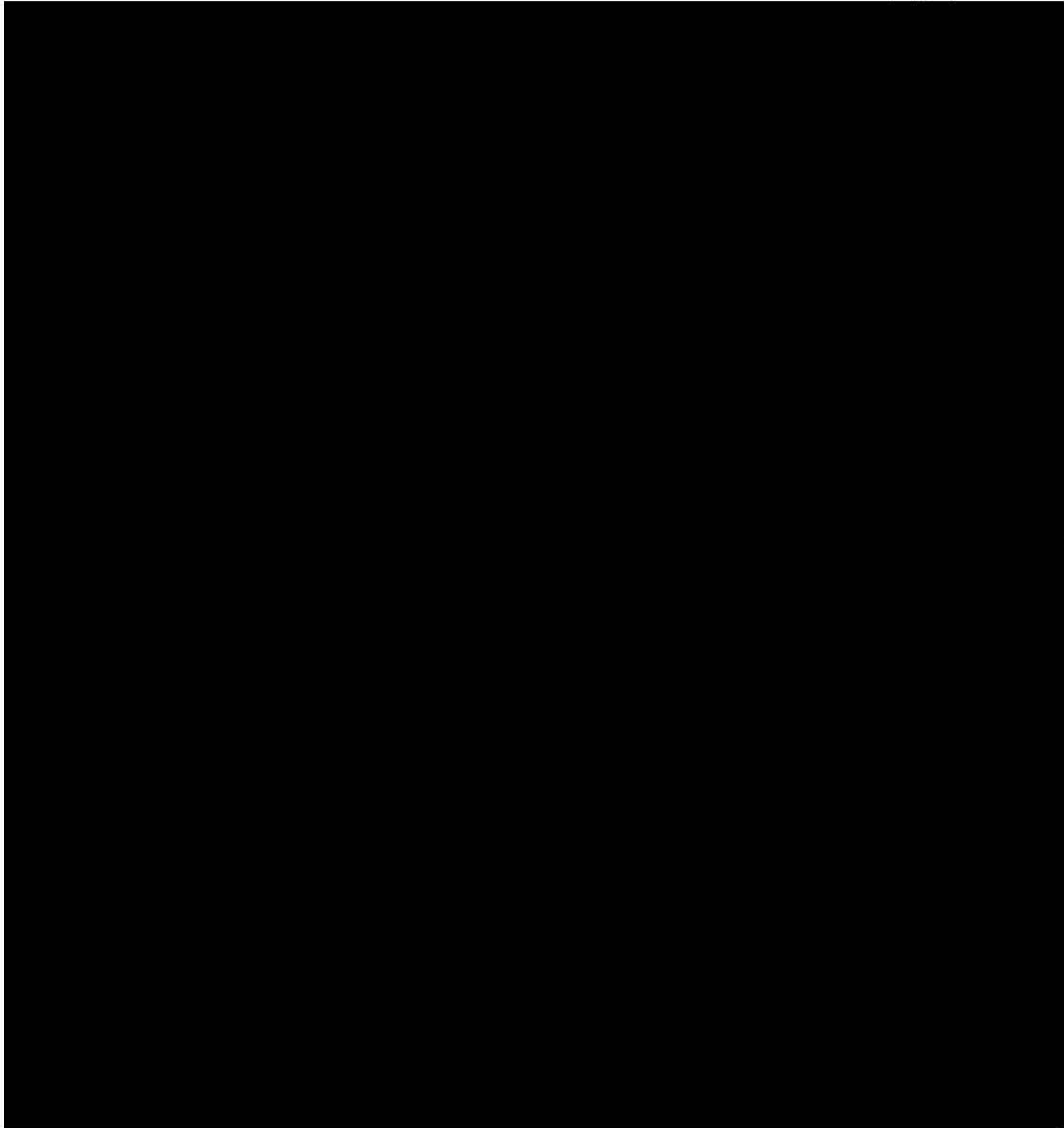
c. ADDRESS (Include ZIP Code):
 Cruise Missile Defense Systems Project Office
 SFAE-MSLS-CMDS-JLN
 Building 5308
 Redstone Arsenal AL 35898

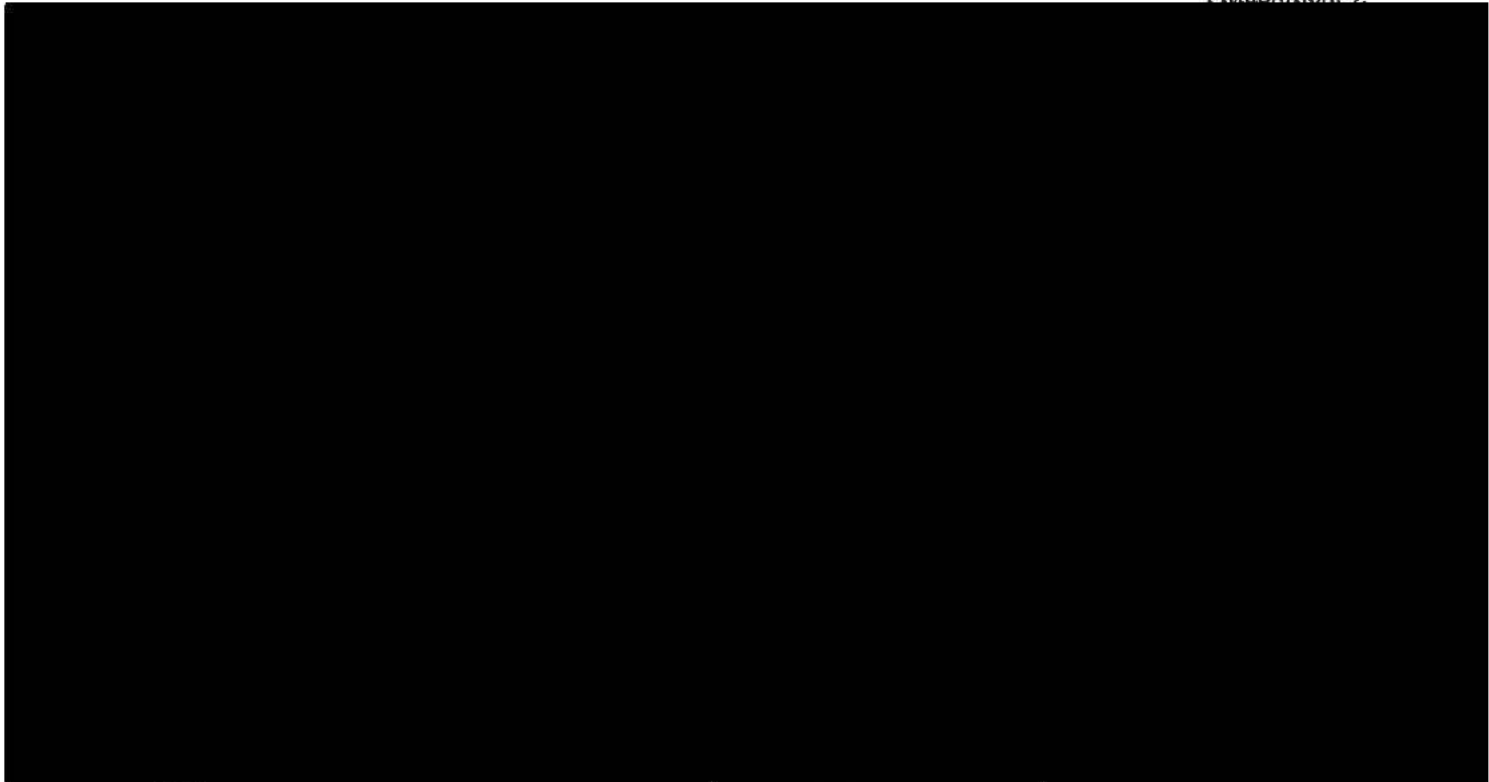
- 17. REQUIRED DISTRIBUTION**
- a. CONTRACTOR
 - b. SUBCONTRACTOR
 - c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
 - d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
 - e. ADMINISTRATIVE CONTRACTING OFFICER
 - f. OTHERS AS NECESSARY



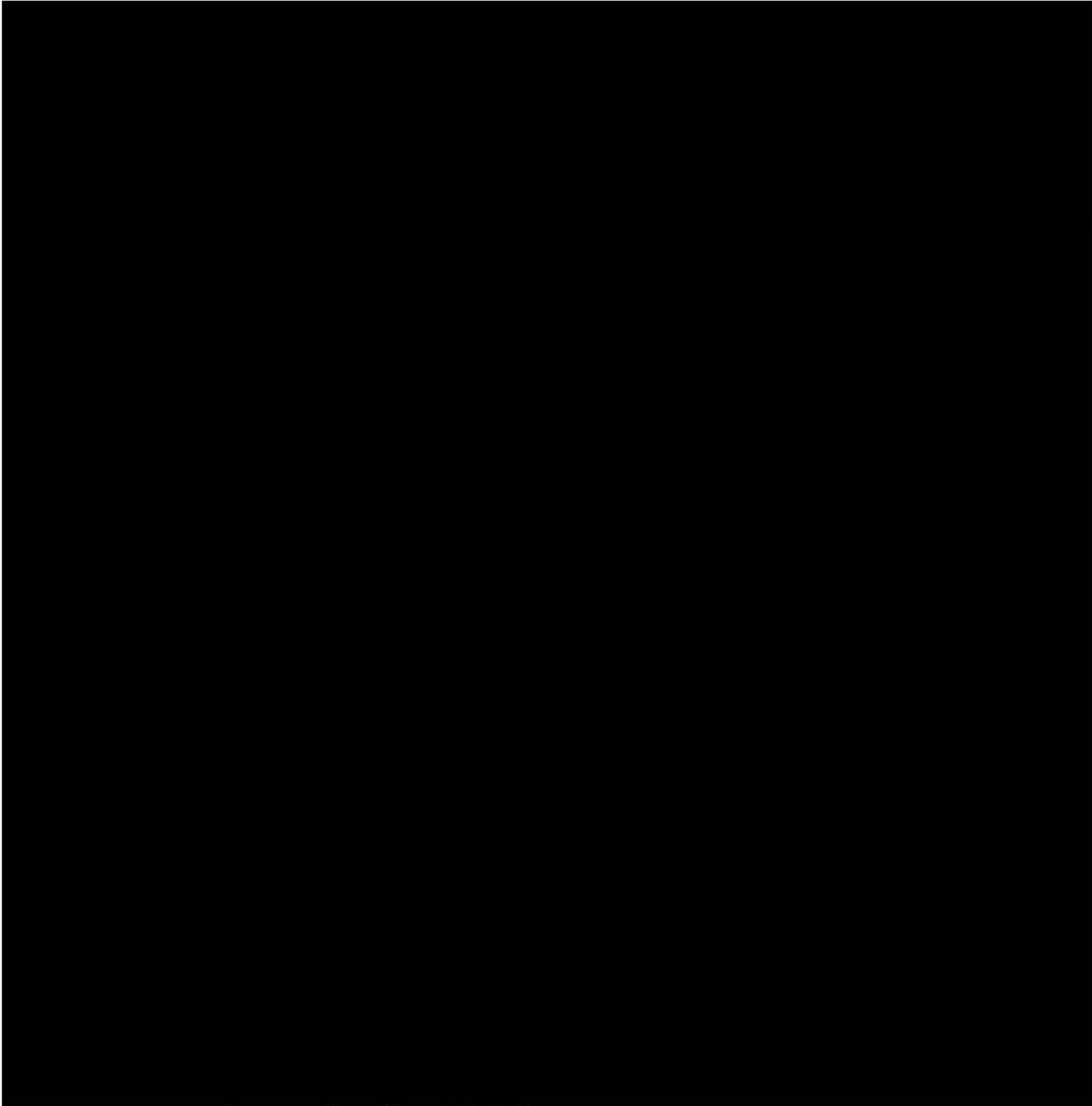


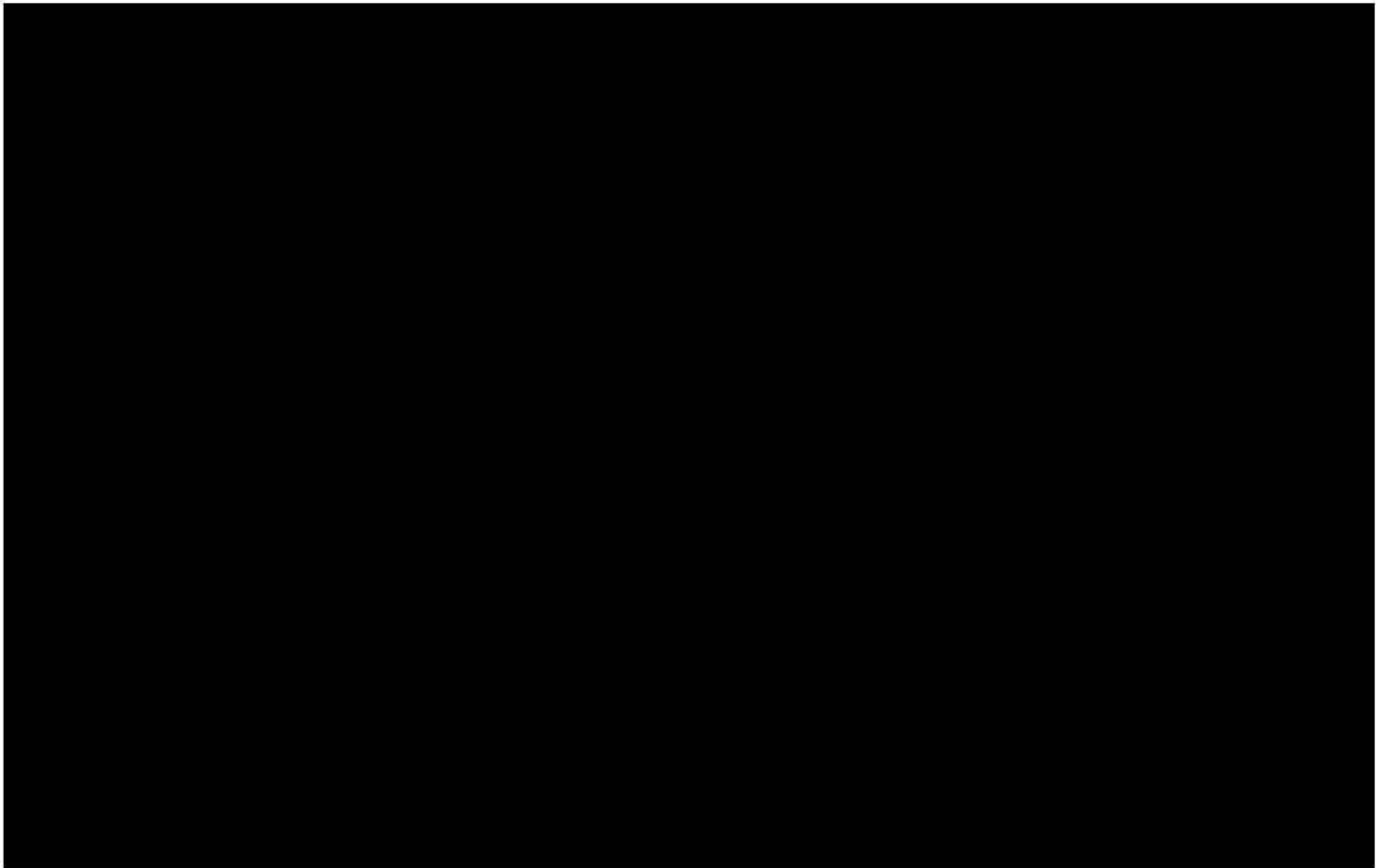






JLENS Program Security Manager
Cruise Missile Defense System
Project Office





P00001

CANCELLED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 8
2. Amendment/Modification No. P00002		3. Effective Date 01 April 2010		4. Requisition/Purchase Req No. SEE SCHEDULE	
6. Issued By US ARMY CONTRACTING COMMAND AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280		Code W31P4Q		7. Administered By (If other than Item 6) DCMA RAYTHEON INTEGRATED DEFENSE SYSTEMS 50 APPLE HILL DRIVE M/S/T2FR2 TEWKSBURY MA 01878 Code 52205A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY AMDS 350 LOWELL ST ANDOVER, MA 01810-4400 TYPE BUSINESS: Large Business Performing in U.S. Code 05715 Facility Code				9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W31P4Q-10-C-0003 10B. Dated (See Item 13) 2003MAR17	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting And Appropriation Data (If required) ACRN: AB NET INCREASE: \$99,901.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.					
KIND MOD CODE: 0					
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____ The Contract/Order No. In Item 10A.					
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT					
<input type="checkbox"/> D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.					
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15B. Contractor/Officer		15C. Date Signed		16A. Name And Title Of Contracting Officer (Type or print)	
Signature of person authorized to sign		01 APR 2010		By _____ (Signature of Contracting Officer)	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE		30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 8
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00002	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification(P00002) To contract W31P4Q-10-C-0003 is as follows:

a. Pursuant to section H-7 to contract entitled "Options" the US Government hereby exercises [REDACTED] which are a portion of engineering services from CLIN 0002, and exercise [REDACTED] total Material Dollars.

A-2 As a result of this modification SLINS 0002AA and 0002AB are established in the total amount of [REDACTED] and are reflected as follows:

<u>CLIN</u>	<u>ESM</u>	<u>FRON</u>	<u>HOURS</u>	<u>DOLLAR</u>
0002AA	EN10-02	F10AF1W004	[REDACTED]	[REDACTED]
0002AB	EN10-02	F10AF1W004	[REDACTED]	[REDACTED]

For accomplishment of these tasks newly established SLINS 0002AA for [REDACTED] with a period of performance from date of modification to 30 September 2010, and 0002AB for Material/ODC dollars in the total amount of [REDACTED] with a period of performance from date of modification to 30 September 2010.

Due to error in its creation, modification P00001 will not be issued, this contract will start with modification P00002.

A-3 As a result of this modification CLIN 0001 is revised to show the number of Hours and Material/ODC exercised under the range option. CLIN 0001 is reduced by [REDACTED] in Material/ODC FROM [REDACTED] To \$0. CLIN 0002 is reduced by [REDACTED] in Material/ODC FROM [REDACTED] CLIN 0002 is reduced by [REDACTED] Engineering Hours from [REDACTED] CLIN 0003 is reduced by [REDACTED]

A-4 The breakout of hours and associated costs for CLINS 0002AA, and 0002AB are shown in section B of this Modification.

A-5 As a result of this modification, the contract price is increased by \$99,901 From \$293,868 to \$393,769.

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0002 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W31P4Q-10-C-0003 MOD/AMD P00002	Page 3 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																															
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																																																																																			
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Name of Offeror or Contractor: RAYTHEON COMPANY

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	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00002	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0002AA	F10AF1W004 F1AF1W0048G004	AB	1	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
0002AB	F10AF1W004 F1AF1W0048G004	AB	1	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE	\$ 99,901.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Air Force	AB	97 004001202180JT016060516000085590265126J667100		\$ 99,901.00
NET CHANGE				\$ 99,901.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	293,868.00	\$ 99,901.00	\$ 393,769.00

LINE ITEM	ACRN	EDI	ACCOUNTING CLASSIFICATION	
0002AA	AB	97	101104001202 F67100 180JT016060516000085590265126J667100	F1AF1W0048G004
0002AB	AB	97	101104001202 F67100 180JT016060516000085590265126J667100	F1AF1W0048G004

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Page 8 of 8

PIIN/SHN W31P4Q-10-C-0003

MOD/AMD P00002

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	17-MAR-2010	026	ELECTRONIC IMAGE
Exhibit B	DOCUMENT SUMMARY LIST FOR JLENS ENGINEERING SERVICES	17-MAR-2010	002	ELECTRONIC IMAGE
Exhibit C	RESERVE			
Exhibit D	RESERVE			
Attachment 0001	CONTRACT SECURITY CLASSIFICATION SPECIFICATION	17-MAR-2010	009	ELECTRONIC IMAGE
Attachment 0002	STATEMENT OF WORK FOR JLENS ENGINEERING SERVICES	17-MAR-2010	008	ELECTRONIC IMAGE
Attachment 0003	ENGINEERING SERVICES MEMORANDUM (ESM) PM/CM10-01	17-MAR-2010	002	ELECTRONIC IMAGE
Attachment 0004	ENGINEERING SERVICES MEMORANDUM (ESM) EN10-01	17-MAR-2010	002	ELECTRONIC IMAGE
Attachment 0005	ENGINEERING SERVICES MEMORANDUM (ESM) EN10-02	17-MAR-2010	002	ELECTRONIC IMAGE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
<p>The public reporting burden for this collection of information is estimated to average 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</p>									
A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER <input checked="" type="checkbox"/>					
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Engineering Services Memorandum (ESM)				3. SUBTITLE ESM			17. PRICE GROUP	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80748			5. CONTRACT REFERENCE SOW Para 3.3.1 and 4.0a		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM				18. ESTIMATED TOTAL PRICE
7. DD ZSO REQ LT	8. APP CODE A	9. DIST STATEMENT REQUIRED F	10. FREQUENCY ONE/R	11. AS OF DATE N/A	12. DATE OF FIRST SUBMISSION SEE Bk 16	13. DATE OF SUBSEQUENT SUBMISSION R/ASR	14. DISTRIBUTION		
							ADDRESS		COPIES
							Draft	Final	
							Rep	Revs	
16. REMARKS							SFAE-MSLS-CMDS		
Block 8: The Government will provide approval/disapproval within 45 days after receipt. As part of the approval process, the Contractor may recommend changes to the content with submission of the sub-ESM. Only the technical manager will approve changes in content. The contractor shall resubmit corrected version 15 days after receipt of Government comments/disapproval.							-PE-CM 0 1 0		
Block 9: Distribution F: Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JEN, P.O. Box 1500, Huntsville, AL 35897-2001, 24 March 2000									
Block 10, 12 & 13: Sub-ESMs shall be submitted as required to initiate specific tasks under appropriate base ESM.									
Block 14: Electronic delivery of this data item (AW the SOW). Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.									
<p>AMSRD-AMR-SE-TD-DM CONCUR [REDACTED]</p> <p>LOG# 20080153 NO. PAGES 19 DINO. A001 THRU A019</p> <p>NO. LINE ITEM 19 DATE 19 Sep 08</p>									
[REDACTED]							0 1 0		
[REDACTED]							J. DATE		
[REDACTED]							07/15/08		

[REDACTED]

PREVIOUS EDITIONS MAY BE USED.

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
EXHIBIT A
Page 1 of 26
Date: 17 MARCH 2010

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. listed in Block E.</p>								
A. CONTRACT LINE ITEM NO. I		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER <input checked="" type="checkbox"/>				
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Scientific and Technical Reports				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80711A			5. CONTRACT REFERENCE SOW Para 4.0d		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM			
7. DD 250 REQ LT	8. DWT STATEMENT REQUIRED F	10. FREQUENCY See Blk 16		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION		
9. APP CODES A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESSEE	d. COPIES		
					SFAE-MSLS-CMDS	Draft	Final	
					-PE-CM	0	1	0
16. REMARKS								
<p>Block 8. The Government will provide approval/disapproval within 45 days after receipt. As part of the approval process, the Contractor may recommend changes to the content with submission of the report. Only the technical manager will approve changes in content. The contractor shall resubmit corrected version 15 days after receipt of Government comments/disapproval.</p> <p>Block 9. Distribution F. Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JLN, P.O. Box 1500, Huntsville, AL 35807-3801, 24 March 2007.</p> <p>Block 10, 12 & 13. Reports shall be submitted as required to document specific tasks under appropriate base ESM.</p> <p>Block 14. Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.</p>								
						0		
						1		
						0		
DATE						J. DATE		
07/15/08								
PREVIOUS								

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

[REDACTED]

[REDACTED]

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate, (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</p>								
A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY TDP TM OTHER <input checked="" type="checkbox"/>				
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM Modification Work Order (MWO)			3. SUBTITLE MWO				
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80529			5. CONTRACT REFERENCE SOW Para 4.0h		6. REQUIRING OFFICE SFAE-MSLS-CMDS-PE-CM			
7. DD ZSO REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY See Blk 16	12. DATE OF FIRST SUBMISSION See Blk 16	14. DISTRIBUTION				
8. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16	4. ADDRESSEE	Draft	Final	Page	Record	
16. REMARKS Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments. Block 9: Distribution F; further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JLN, P.O. Box 1500, Huntsville, AL 35807-3801, 24 March 2000. Block 10, 12 & 13: MWOs shall be submitted as required to document work practices initiated by specific tasks under appropriate base ESMs. Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.				SFAE-MSLS-CMDS				
				-PE-CM	0	1	0	
17. DATE 07/15/08				17. DATE [REDACTED]				

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

[REDACTED]

[REDACTED]

TDP OPTION SELECTION WORKSHEET						
PRODUCT DRAWINGS AND ASSOCIATED LISTS						
A. CONTRACT NO	B. EXHIBIT/ATTACHMENT NO	C. CLIN	D. CDRL DATA ITEM NO			
	A	1	A009			
1. DELIVERABLE PRODUCT (X and complete as applicable.)						
	a. ORIGINALS (Specify current design activity's full size reproducible drawing or digital data file(s) on which is kept the revision record recognized as official) (Identify specification, type, grade and class, etc.)					
X	b. REPRODUCTIONS (Identify specifications, type, grade and class, etc., and quantity of each) Digitized files shall replace stable base Artwork Master Pattern Drawings, the Contractor shall prepare MIL-PRF-28002, Type I, CALS raster images containing un-dimensioned illustrated pictorials of artwork Master and Master Pattern drawings and submit the dimensionally accurate reproducible digital Tagged Image File Format (TIFF) IAW MIS-STD-52406A-IS.					
X	c. DIGITAL DATA (Identify specification, exchange media, etc. and specify original (master) or copy) SEE BLOCK 8					
2. CAGE CODE AND DOCUMENT NUMBERS (X ONE)						
X	a. CONTRACTOR "FOR DESIGNATED COMMERCIAL ITEMS"					
X	b. GOVERNMENT Complete (1) and (2) or (3) "FOR DESIGNATED NON-COMMERCIAL ITEMS AND SOURCE CONTROL DOCUMENTS"					
(1) Use CAGE Code	(2) Use Document Numbers	(3) To Be Assigned By				
AMCOM CAGE	See Blk 2b(3)	Obtain drawing/associated document numbers from the (PMO) Configuration Data Management representative, unless otherwise directed				
3. DRAWING FORMATS AND DRAWING FORMS (X one and complete as applicable)						
X	a. CONTRACTOR FORMATS. Forms to be supplied by contractor.					
	b. GOVERNMENT FORMATS. Forms to be supplied by contractor. Samples supplied by (Specify)					
	e. GOVERNMENT FORMATS. Forms to be supplied as Government Furnished Material by (Specify)					
4. TYPES OF DRAWINGS SELECTION (X as applicable)						
X	a. CONTRACTOR SELECTS From ASME Y14.24		X b. GOVERNMENT SELECTS (Specify in item 8)			
5. ASSOCIATED LISTS (X and complete as applicable)						
X	a. PARTS LISTS (X one)	X (1) Integral	X (2) Separate			
	b. DATA LISTS (X one)	X (1) Not Required	(2) Required (Specify levels of assembly)			
	c. INDEX LISTS (X one)	X (1) Not Required	(2) Required (Specify levels of assembly)			
X	d. WIRING LISTS (X one)	(1) Not Required	X (2) Required (Specify levels of assembly) Wiring Lists shall be provided when assemblies require interconnection.			
X	e. INDENTURED DATA LISTS (X one)	(1) Not Required	X (2) Required			
X	f. APPLICATION LISTS (X one)	(1) Not Required	X (2) Required			
6. DETAILS (X as applicable)						
X	a. MULTIDETAILED DRAWINGS PERMITTED		X b. MONODETAILED DRAWINGS MANDATORY			
7. APPLICABILITY OF STANDARDS. The following Standards apply. (X as applicable)						
X	a. ASME Y14.100, ENGINEERING DRAWING PRACTICES (COMMERCIAL)	B. X	b. ASME Y14.100, WITH APPENDICES B, C, D, E	X	c. ASME Y14.34M ASSOCIATED LISTS	d. EXISTING STANDARDS DO NOT APPLY
		C. X				
		D. X				
		E. X				
8. OTHER TAILORING (Attach additional sheets as necessary)						
BLK 1c:						
DIGITAL DATA: The contractor shall prepare or revise and deliver two dimensional (2D) drawings, including all those to which 3D Model data is attached, as MIL-PRF-28002, type I, CALS Raster Image Data with all associated metadata IAW MIS-STD-52406A-IS. 3D CAD model data, when prepared, shall be delivered IAW Instructions on, Sheet 2 (Fig 1A)						
(1) 2-D Digital Drawings and Document shall be delivered IAW MIS-STD-52406A-IS formats (paragraph 4.2.4.1.1) with the associative master native 2-D CAD or 3-D CAD Solid Model file. Delivery of Contractor native 2-D CAD format is acceptable provided it meets the requirements of ASME Y14.1-2005.						
(2) Delivery of data in 2-D computer generated drawing formats sourced from master native 3-D CAD solid models shall have no design data and product management information losses.						
(3) There shall be no conflict in data between the 3-D solid model plane view projections and its associated 2-D drawing.						
(4) Government Approval: Signature Block (ASME Y14.1-2005, Section 4), Title Blocks, Contents, Block G shall be used for Government Release Authority. All name blocks shall be completed with authorized signatures or the typed name of the approver, and shown on all drawing formats.						
4.b. Government selects drawing type.						

000107

MIL-DTL-31000C

PRODUCT DRAWINGS AND ASSOCIATED LISTS

Continuation Sheet

A. CONTRACT NO.

B. EXHIBIT/ATTACHMENT NO. C. CLIN

D. CDRL DATA ITEM NO

A

1

A009

35

The Contractor shall deliver an ISO 10303 STEP data exchange export Part 21 file, compliant with PDM Schema, that is complete with references to the JLENS TDP content files (2D and CAD drawings, part and assembly 3D solid models, associated documentation) packing of the respective product (part-assembly) structure and user-defined metadata.

BLK 4b: NOTE: See ASME Y14.100, Y14.24, Y14.34 and Y14.35.

S

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
EXHIBIT A
Page 11 Of 26
Date: 17 MARCH 2010

TDP WORKSHEET
2-D PRODUCT DRAWINGS, DOCUMENTS & ASSOCIATED LISTS

ASME Y14.100 TAILORING CHECKLIST – SHEET 1

A. Drawing Media (Choose all that apply)	
(1) Non-digital (Specify Convert 1:1 Digital)	<input type="checkbox"/>
(2) Digital Data (3D & 2D CAD, Adobe PDF, 2D Raster, IAW DI-SESS-81000C& MIS-STD-52406A-IS)	<input checked="" type="checkbox"/>
(3) Other (If hardcopy is all that is available, then scan in hardcopy into PDF format)	<input type="checkbox"/>
B. Drawing Format (Choose One)	
(1) Contractor	<input checked="" type="checkbox"/>
(2) Government (forms supplied by the Government)	<input type="checkbox"/>
(3) Government (forms supplied by the Contractor)	<input type="checkbox"/>
Note: Item 3 and B should be consistent	
C. Drawing Sheet Size and Format (Choose One)	
(1) ASME Y14.1	<input checked="" type="checkbox"/>
(2) ASME Y14.1M	<input type="checkbox"/>
D. Application Data (Choose all that apply)	
(1) Contractor option	<input type="checkbox"/>
(2) Required	<input checked="" type="checkbox"/>
(a) On drawing	<input type="checkbox"/>
(b) By reference (Specify)	<input type="checkbox"/>
(c) Contractor option	<input checked="" type="checkbox"/>
(3) General use or multi-use notations	<input checked="" type="checkbox"/>
(a) allowed	<input type="checkbox"/>
(b) not allowed	<input checked="" type="checkbox"/>
E. Drawing Detail (ASME Y14.24) (Choose all that apply)	
(1) Monodetail	<input checked="" type="checkbox"/>
(2) Multidetail (As applicable) Should be consistent with Block 6	<input checked="" type="checkbox"/>
(3) Tabulated	<input checked="" type="checkbox"/>
F. Dimensioning and Tolerancing (Choose all that apply)	
(1) Metric	<input type="checkbox"/>
(2) Decimal-inch	<input checked="" type="checkbox"/>
(3) Application of ASME Y14.5M	<input type="checkbox"/>
(a) Specific issue (revision) required (Specify issue)	<input type="checkbox"/>
(b) Issue in effect (ASME Y14.5M-1994)	<input checked="" type="checkbox"/>
G. Drawing Notes (Choose One)	
(1) On drawing	<input type="checkbox"/>
(2) By reference (Specify)	<input type="checkbox"/>
(3) Contractors option	<input checked="" type="checkbox"/>
H. Types of Drawings (ASME Y14.24) (both, as needed)	
(1) Contractor selects (as needed)	<input checked="" type="checkbox"/>
(2) Government selects (as needed)	<input checked="" type="checkbox"/>

I. Maintenance of Multi-Sheet Drawings (ASME Y14.35M) (Choose all that apply)	
(1) Drawing revision level (DOD preferred)	<input checked="" type="checkbox"/>
(2) All sheets same revision level	<input type="checkbox"/>
(3) Sheet revision level	<input type="checkbox"/>
J. Redrawn Drawings (redrawing without change) (ASME Y14.35M) (Choose one)	
(1) Advance revision level	<input checked="" type="checkbox"/>
(2) Revision level is not advanced	<input type="checkbox"/>
K. Maintenance of Revision History (Choose all that apply)	
(1) Contractor option	<input type="checkbox"/>
(2) Optional methods	
(a) Remove one or more revision record as required	<input type="checkbox"/>
(b) Remove all previous revision history	<input type="checkbox"/>
(c) Remove all revision history but retain line entry for revision authorization and date of revision	<input type="checkbox"/>
(d) Remove all except revision preceding current	<input type="checkbox"/>
(e) Maintain revision history in its entirety	<input checked="" type="checkbox"/>
L. Adding Sheets (ASME Y14.35M) (Choose all that apply)	
(1) Contractor option	<input type="checkbox"/>
(2) Optional methods	
(a) Renumber sheets using consecutive whole numbers	<input checked="" type="checkbox"/>
(b) Number added sheets in decimal-number sequence	<input type="checkbox"/>
(c) Number added sheets in alpha-numeric sequence	<input type="checkbox"/>
M. Deleting Sheets (ASME Y14.35M) (Choose all that apply)	
(1) Contractor option	<input type="checkbox"/>
(2) Optional methods	
(a) Renumber all affected remaining sheets	<input checked="" type="checkbox"/>
(b) Affected remaining sheets not renumbered (revision status of sheets block is updated with notations such as CANC or DEL)	<input type="checkbox"/>
N. Markings on Engineering Drawings (Choose one)	
(1) Special items and processes apply	
(a) Applicable symbols (ASME Y14.100-2004, Table E-1 and Section 7, Table 1)	<input checked="" type="checkbox"/>
(b) Applicable special notes (ASME Y14.100-2004, Appendix E, Paragraphs E-4 through E-7)	<input checked="" type="checkbox"/>
(2) Special items and processes do not apply	<input type="checkbox"/>
O. Associated Lists (ASME Y14.34M) (Choose all that apply)	
(1) Non-digital (Specify Convert 1:1 digital)	<input type="checkbox"/>
(2) Digital Data (Native CAD Drawings IAW DI-SESS-81000C & MIS-STD-52406A-IS)	<input checked="" type="checkbox"/>
(3) Other (If hardcopy is all that is available, then scan in hardcopy into Acrobat® PDF format)	<input type="checkbox"/>

ASME Y14.100 TAILORING CHECKLIST - SHEET 3

P. Types of Associated Lists (ASME Y14.34M) (Choose all that apply)	
(1) Parts Lists	<input checked="" type="checkbox"/>
(a) Integral	<input checked="" type="checkbox"/>
(b) Separate	<input checked="" type="checkbox"/>
(c) Contractors option	<input type="checkbox"/>
(2) Application List	<input checked="" type="checkbox"/>
(3) Data Lists	<input type="checkbox"/>
(4) Index Lists	<input type="checkbox"/>
(5) Indentured Data List	<input checked="" type="checkbox"/>
(6) Wire List (when assemblies require interconnection)	<input checked="" type="checkbox"/>
(7) Other (Specify)	<input type="checkbox"/>
Q. Angle of Projection (ASME Y14.3M) (Choose one)	
(1) 3rd Angle	<input checked="" type="checkbox"/>
(2) 1st Angle	<input type="checkbox"/>
R. Language (Choose one)	
(1) English required	<input checked="" type="checkbox"/>
(2) Other (Specify)	<input type="checkbox"/>
S. Applicability of Appendices	
(1) Appendix B	
(a) as detailed herein	<input checked="" type="checkbox"/>
(b) as modified	<input type="checkbox"/>
(2) Appendix C	
(a) as detailed herein	<input checked="" type="checkbox"/>
(b) as modified	<input type="checkbox"/>
(3) Appendix D	
(a) as detailed herein	<input checked="" type="checkbox"/>
(b) as modified	<input type="checkbox"/>
(4) Appendix E	
(a) as detailed herein	<input checked="" type="checkbox"/>
(b) as modified	<input type="checkbox"/>

MIL-DTL-31000C

TDP OPTION SELECTION WORKSHEET PRODUCT SOLID MODELS			
A. CONTRACT NO.	B. EXHIBIT/ATTACHMENT NO. A	C. CLIN 1	D. CORL DATA ITEM NO. A009
1. DELIVERABLE PRODUCT (X and complete as applicable.)			
X	a. 3-DIMENSIONAL SOLID MODELS (Specify format(s) (Native CAD, STEP, AP, IGES, etc.)) Native Format: Contractor's Modeling CAD Software System and Neutral Format: ISO 10303 STEP Edition 2, AP 214 and 203, See Block 5.		
X	b. 3-D SOLID MODELS ASSOCIATED DRAWINGS (If 2-D drawings based on 3-D solid models are required, indicate here and fill out TDP OPTION SELECTION WORKSHEET - PRODUCT DRAWINGS AND ASSOCIATED LIST) Required with Native 3-D CAD Solid Models. All 2-D drawings and master 2-D CAD or 3-D CAD Solid Models shall have bi-directional data associativity. See Block 5.		
2. CAGE CODE AND DOCUMENT NUMBERS (X ONE)			
X	a. CONTRACTOR "FOR DESIGNATED COMMERCIAL ITEMS"		
X	b. GOVERNMENT Complete (1) and (2) or (3) "FOR DESIGNATED NON-COMMERCIAL ITEMS AND SOURCE CONTROL DOCUMENTS"		
(1) Use CAGE Code AMCOM CAGE	(2) Use Document Numbers See Blk 2b(3)	(3) To Be Assigned By: Obtain new drawing/associated document numbers from the JLENS Configuration Data Management representative, unless otherwise directed.	
3. 3-D SOLID MODEL REQUIREMENTS (X one and complete as applicable)			
X	a. CONTRACTOR FORMATS. Models built to contractor requirements. SEE BLOCK 5		
	b. GOVERNMENT FORMATS. 3-D solid models built to Government requirements and formats. (Specify Government modeling applicable specifications or SOW paragraphs.)		
4. APPLICABILITY OF STANDARDS. (Apply an X as applicable)			
X	a. ASME Y14.41, Digital Product Definition Data Practices SEE BLOCK 5		b. Existing Standards Do Not Apply
5. OTHER TAILORING (Attach additional sheets as necessary)			
BLK 1a Native Formats:			
(1) 3-D CAD SOLID MODEL. digital product data shall be delivered containing a part and associated assembly 3D representation consisting of a fully defined model, having associated geometry, topology, dimensions, tolerances, annotations, colors, mass properties, material & finish requirements, corresponding notes, attributes, associativity, and revision information.			
(2) 3-D CAD EXPLICIT MODEL. For source control and vendor item control drawings for commercial or vendor-developed configuration items, the Contractor shall deliver native part and associated assembly 3-D CAD explicit solid models complete with sufficient envelope, mounting and mating dimensions and tolerances, applicable interface characteristics, accurate weight, center of gravity and inertia for part items, approximate for assembly configuration items, and complete with user-defined metadata attributes.			
(3) 3D CAD Solid Model FD&T, Views, and Units of Measure. 3-D CAD models shall contain functional dimensioning and tolerancing views (assigned in Contractor's geometry and CAD creation standards). All 3-D CAD models dimensions shall be in inches, complying with Y14.5M for dimensions, tolerances and datums.			
BLK 1a Neutral Formats:			
ISO 10303 STEP Edition 2, AP 214 and AP203, 3-D CAD SOLID MODEL. 3-D CAD digital product data shall be delivered containing a part and associated assembly 3-D representation consisting of a solid model, associated geometry, dimensions, tolerances, annotations, colors, mass properties, material requirements, and corresponding notes. Conversion of 3-D annotations to polyline text is acceptable should Contractor's CAD system translation process not be capable of GD&T export.			
DELIVERY METHODS			
BLK1b: Model Based Definition (MBD) Product Data. Associated 2-D Drawings and Documents developed and released for MBD data sets shall be delivered IAW MIS-STD-52406A-IS. Refer to Drawings/Associated List TDP Worksheet for data formats and preparation requirements.			
BLK1 a/b: File Extensions. The Government Joint Engineering Data Management Information and Control System (JEDMICS) only accepts files with a maximum of 3 characters in the extension. All product model files shall be delivered with a three (3) data file extension. The Contractor shall deliver each 3D Model data set in a zipped file with a file extension of '.zip'.			

TDP OPTION SELECTION WORKSHEET PRODUCT SOLID MODELS <i>Continuation Sheet</i>			
A. CONTRACT NO	B. EXHIBIT/ATTACHMENT NO.	C. CLIN	D. CDRL DATA ITEM NO.
	A	1	A009
5. OTHER TAILORING (Attach additional sheets as necessary) Cont.			
BLK 3a: Product Data Export Capability			
<p>(1) PDM Schema. The Contractor shall deliver an ISO 10303 STEP data exchange export Part 21 file, compliant with PDM Schema, complete with external references to the JLENS TDP content files (2D and CAD drawings, part and assembly 3D solid models, associated documentation) and packing of the respective product (part-assembly) structure and user-defined metadata. Note: PM should specify file type depending on the intended use of the data.</p> <p>(2) MBData sets. The Contractor shall construct encapsulated 3-D product technical data sets that include part and assembly 2-D drawings, 3-D CAD solid models, associated lists, material and process specifications, and identify, by reference or entity, all (PMO) 2-D Installation and Kit Drawings, Special Tools and Materials, and specify Installation Test and Calibration Requirements. Product Data Definition Sheet shall be included with the MBData set(s). (See sample Attachment XX)</p> <p>BLK 3a: Validation Checks. Contractor shall conduct 3-D CAD model data validation checks on native and neutral data as a quality function to identify part, assembly, and installation shape and fit (geometry and topology), dimension and tolerance problems that will affect downstream applications, such as analysis, simulation, rapid prototype, and NC manufacturing and data exchange. A 3-D CAD validation check report shall be provided to Government with each contract 3-D CAD solid model (part and assembly) product data set delivery. The contractor shall submit with each delivery, a statement that the 3-D CAD model data has been validated and is acceptable for manufacturing.</p> <p>BLK 4a: Government Approval. The Contractor shall permanently record the Government design engineer approval name and organization user-defined metadata attributes in part and assembly 3-D CAD model files, Contractor's PDM system, engineering release system, and CAD source software system.</p> <p>BLK 4a: Drawing/Document Creation Standards. The Contractor shall provide to the Government, at [Initial] product data set submittal, the Contractor's geometry and CAD / solid model data creation standard (in Contractor's format). Contractor shall provide any <u>Revisions</u> to this document(s) directly relating to changes in the process of developing and revising 2-D drawings, models and associated documents in subsequent TDP deliveries to the Government.</p>			

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										Form Approved OMB No. 0704-0188							
<small>The public reporting burden for this collection of information is estimated to average 110 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government issuing Contracting Office for the Contract/PR No. listed in Block E.</small>																	
A. CONTRACT LINE ITEM NO. 1			B. EXHIBIT A			C. CATEGORY: TOP TM OTHER X											
D. SYSTEM/ITEM JLENS Engineering Services						E. CONTRACT/PR NO.			F. CONTRACTOR								
1. DATA ITEM NO. A010		2. TITLE OF DATA ITEM Parts Approval Request						3. SUBTITLE			17. PRICE GROUP						
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80071E				5. CONTRACT REFERENCE SOW Para 4.0j			6. REQUIRING OFFICE SFAE-MSLS-CMDS-LD-JLN										
7. DD 250 REQ LT		8. APP CODE A		9. DIST STATEMENT REQUIRED F		10. FREQUENCY See Blk 16		11. AS OF DATE N/A		12. DATE OF FIRST SUBMISSION See Blk 16		13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		14. DISTRIBUTION		18. ESTIMATED TOTAL PRICE	
												a. ADDRESSEE b. COPIES Direct Final Reg Repr					
16. REMARKS Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments. Block 9: Distribution F; Further dissemination only as directed by JLENS Product Office. AFTN: SFAE-MSLS-CMDS-JLN, P.O. Box 1500, Huntsville, AL 35807-3801; 24 March 2009. Block 10, 12 & 13: Parts approval Requests shall be submitted as required by specific tasks under appropriate base ESMS. Block 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.										SFAE-MSLS-CMDS							
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DATE 07:15:08										J. DATE							

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										Form Approved OMB No. 0704-0188				
<small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Contracting Officer for the Contract/PR No. listed in Block E.</small>														
A. CONTRACT LINE ITEM NO. I			B. EXHIBIT A			C. CATEGORY TOP TM OTHER X								
D. SYSTEM/ITEM JLENS Engineering Services					E. CONTRACT/PR NO.			F. CONTRACTOR						
1. DATA ITEM NO. A011		2. TITLE OF DATA ITEM Source Control Drawing Approval Request					3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81010C				5. CONTRACT REFERENCE SOW Para 4.0k				6. REQUIRING OFFICE SFAE-MSLS-CMDS-PE-CM						
7. DD 280 REQ LT		9. DIST STATEMENT REQUIRED F		10. FREQUENCY See Blk 16		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION						
8. APP CODE A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESSES			b. COPIES			
16. REMARKS Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments. Block 9: Distribution F. Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JLN, P.O. Box 1500, Huntsville, AL 35807-3801, 24 March 2000. Block 10, 12 & 13: Source Control Drawing Approval Requests shall be submitted as required by specific tasks under appropriate base ESMs. Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.								SFAE-MSLS-CMDS						
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16. TOTAL								0 1 0						

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

[REDACTED]	DATE	[REDACTED]	DATE
[REDACTED]	07/15/08	[REDACTED]	[REDACTED]

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188								
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Contracting Officer for the Contract/PR No. listed in Block E.</p>														
A. CONTRACT LINE ITEM NO. I		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER <input checked="" type="checkbox"/>										
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.		F. CONTRACTOR									
1. DATA ITEM NO. A012	2. TITLE OF DATA ITEM Proposed Critical Manufacturing Process Description (PCMPD)				3. SUBTITLE PCMPD									
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81012C			5. CONTRACT REFERENCE SOW Para 4.01		8. REQUIRING OFFICE SFAE-MSLS-CMDS-PE-PA									
7. DD ZSD REQ L1	8. APP CODE A	9. DIST STATEMENT REQUIRED F	10. FREQUENCY See Blk 16	11. AS OF DATE N/A	12. DATE OF FIRST SUBMISSION See Blk 16	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16	14. DISTRIBUTION							
16. REMARKS							a. ADDRESSEE		b. COPIES					
							SFAE-MSLS-CMDS		Draft		Final			
<p>Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments.</p> <p>Block 9: Distribution F: Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JLN, P.O. Box 1500, Huntsville, AL 35807-3901, 24 March 2010.</p> <p>Block 10,12 & 13: PCMPDs shall be submitted as required initiated by specific tasks under appropriate base ESMs.</p> <p>Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.</p>							-PE-CM		0		1		0	
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DATE 07/15/08							J. DATE		A		A			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>										Form Approved OMB No. 0704-0188			
The public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. listed in Block E.													
A. CONTRACT LINE ITEM NO. I			B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X								
D. SYSTEM/ITEM JLENS Engineering Services					E. CONTRACT/PR NO.			F. CONTRACTOR					
1. DATA ITEM NO. A013		2. TITLE OF DATA ITEM Engineering Change Proposal (ECP)				3. SUBTITLE ECP							
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80639C				5. CONTRACT REFERENCE SOW Para 4.0m			6. REQUIRING OFFICE SFAE-MSLS-CMDS-PE-CM						
7. DO 250 REQ LT		8. DIST STATEMENT REQUIRED F		10. FREQUENCY See Blk 16		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION					
8. APP CODE A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESSEE		b. COPIES			
										Orig Reg Repro			
16. REMARKS Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments. Block 9: Distribution-F; further dissemination only as directed by JLENS Product Office, AFFN-SFAE-MSLS-CMDS-JLN, P.O. Box 1500, Huntsville, AL 35807-3801, 24 March 2000. Block 10,12&13: ECPs shall be submitted as required to change Government controlled documents. The changes shall be initiated by specific tasks under appropriate base ESMs. Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [redacted] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.								SFAE-MSLS-CMDS					
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17. PRICE GROUP
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I. DATE 07/15/08	J. DATE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. listed in Block E.</p>								
A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER <input checked="" type="checkbox"/>				
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A015	2. TITLE OF DATA ITEM Request for Nomenclature (DD61)			3. SUBTITLE DD61				
4. AUTHORITY <i>(Data Acquisition Document No.)</i> DI-CMAN-81254A			5. CONTRACT REFERENCE SOW Para 4.0e		6. REQUIRING OFFICE SFAE-MSLS-CMDS-PE-CM			
7. DD 290 REQ. LT	8. DIST STATEMENT REQUIRED F	10. FREQUENCY See Blk 16	12. DATE OF FIRST SUBMISSION See Blk 16	14. DISTRIBUTION				
8. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16	a. ADDRESSEE	b. COPIES	Draft	Final	Reg	Intro
16. REMARKS Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments. Block 9: Distribution F; Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JLN, P.O. Box 1500, Huntsville, AL 35807-3801, 24 March 2000. Block 10, 12 & 13: Requests for Nomenclature (DD61) shall be submitted as required initiated by specific tasks under appropriate base ESMS. Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.				SFAE-MSLS-CMDS				
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
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A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER <input checked="" type="checkbox"/>				
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A016	2. TITLE OF DATA ITEM Technical Publications			3. SUBTITLE TM Changes with Associated Backup Pages				
4. AUTHORITY (Data Acquisition Document No.) N/A			5. CONTRACT REFERENCE SOW Para 4.0p		6. REQUIRING OFFICE SFAE-MSLS-CMDS-LD-JLN			
7. DD 250 REQ. LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY See Blk 16		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESSEE	b. COPIES		
						Draft	Final	
						Reg	Appro	
16. REMARKS Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments. Block 9: Distribution E: Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JLN, P.O. Box 1500, Huntsville, AL 35807-3801 -24 March 2000. Block 10, 12 & 13: Technical Publications shall be submitted as required by specific tasks under appropriate base ESMs. Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management (CPR at [REDACTED]) when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.					SFAE-MSLS-CMDS			
					-PE-CM	0	1	0
					14. TOTAL			

17. PRICE GROUP
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I. DATE		J. DATE	
07-15-08		[REDACTED]	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)							Form Approved OMB No. 0704-0188		
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A. CONTRACT LINE ITEM NO. 1			B. EXHIBIT A		C. CATEGORY: TDP <input type="checkbox"/> FM <input type="checkbox"/> OTHER <input checked="" type="checkbox"/>				
D. SYSTEM/ITEM JLENS Engineering Services				E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A017		2. TITLE OF DATA ITEM Technical Publications			3. SUBTITLE New and Changed RPSTL Pages with Backup Pages				
4. AUTHORITY (Data Acquisition Document No.) N/A			5. CONTRACT REFERENCE SOW Para 4.0q			6. REQUIRING OFFICE SFAE-MSLS-CMDS-LD-JLN			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED F		10. FREQUENCY See Blk 16		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION	
8. APP CODE A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESS Draft <input type="checkbox"/> Final <input type="checkbox"/> Neg <input type="checkbox"/> Record <input type="checkbox"/>	
16. REMARKS Block 8: The Government will provide approval/disapproval within 30 days after receipt. The contractor shall resubmit corrected version 30 days after receipt of Government comments. Block 9 - Distribution: Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JLN, P.O. Box 1500, Huntsville, AL 35807-3801, 24 March 2000. Block 10, 12 & 13: New and Changed RPSTL Pages with Backup Pages shall be submitted as required to capture changes to Government controlled technical publications as initiated by specific tasks under appropriate base ESMs. Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.							SFAE-MSLS-CMDS -PE-CM 0 1 0		
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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CONTRACT DATA REQUIREMENTS LIST <i>11 Data Item</i>						Form Approved OMB No. 0704-0188		
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A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TDP TR OTHER <u>X</u>				
D. SYSTEM/ITEM JLENS Engineering Services			E. CONTRACT/PR NO.			F. CONTRACTOR		
1. DATA ITEM NO. A(19)	2. TITLE OF DATA ITEM Contract Funds Status Report				3. SUBTITLE CFSR			
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81468			5. CONTRACT REFERENCE SOW Para 4.0s			6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY Monthly		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION		
8. APP CODE NA		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION Monthly		a. ADDRESSEE		b. COPIES	
					Draft	Final	Reg	Revis
15. REMARKS Block 9: Distribution F: Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-JLN, P.O. Box 1500, Huntsville, AL 35807-3801, 24 March 2000. Blk 12: Submit 20 calendar days after accounting month end. Columns 2-10 of Blocks 12, 13, and 14 shall be headed to show a 6-month "rolling window" followed by remaining projections by FY. "Rolling window" is defined as a projection for each of the next 6 months from the reported date. This shall be followed by a projection for remaining months by FY. Reporting shall be at Level 1. Block 14 Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.					SFAE-MSLS-CMDS			
					-PE-CM	0	1	0
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					DATE		DATE	
					07-15-08			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

[REDACTED] DATE 07-15-08 [REDACTED]

**DOCUMENT SUMMARY LIST
FOR THE
JLENS ENGINEERING SERVICES
(Joint L-and-Attack-Cruise-Missile-Defense E.levated N.atted S.ensor System)**

DOCUMENT NUMBER	TITLE	DATE/CATEGORY
1. DI-MISC-80748 (DI# A001)	Engineering Services Memorandum (ESM)	23 Jan 89 Cat. 1
2. DI-MGMT-80061A (DI # A002)	Engineering and Technical Services Accomplishment Report	28 Mar 91 Cat. 1
3. DI-MGMT-80004A (DI # A003)	Management Plan	30 Oct 06 Cat. 1
4. DI-MISC-80711A (DI # A004)	Scientific and Technical Reports	21 Jan 00 Cat. 1
5. DI-ADMN-80925 (DI # A005)	Revisions to Existing Government Documents (Technical Manuals)	5 Jan 90 Cat. 1
6. DI-FNCL-80729A (DI # A006)	Publication Cost Report (PCR)	15 May 98 Cat. 1
7. DI-CMAN-80463C (DI # A007)	Engineering Release Record (ERR)	30 Sep 2000 Cat. 1
8. DI-CMAN-80529 (DI # A008)	Modification Work Order (MWO)	05 Feb 88 Cat. 1
9. DI-SESS-81000C (DI # A009)	Product Drawing/Models and Associated Lists	10 Sep 04 Cat. 1
10. DI-MISC-80071E (DI # A010)	Parts Approval Request	5 Aug 98 Cat. 1
11. DI-SESS-81010C (DI # A011)	Source Control Drawing Approval Request	10 Sep 04 Cat. 1
12. DI-SESS-81012C (DI # A012)	Proposed Critical Manufacturing Process Description (PCMPD)	10 Sep 04 Cat. 1
13. DI-CMAN-80639C (DI # A013)	Engineering Change Proposal (ECP)	30 Sep 2000 Cat. 1

14.	DI-CMAN-80642C (DI # A014)	Notice of Revision (NOR)	30 Sep 2000 Cat. 1
15.	DI-SESS-81000C (DI # A015)	Request for Nomenclature (DD61)	8 Oct 97 Cat. 1
16.	N/A (DI # A016) SOW Para 4.0p	Technical Publications TM Changes with Associated Backup Pages	N/A Cat. 1
17.	N/A (DI # A017) SOW Para 4.0q	Technical Publications New and Changed RPSTL Pages with Backup Pages	N/A Cat. 1
18.	DI-FNCL-80331A (DI # A018)	Funds and Manhour Expenditure Report	30 Oct 06 Cat. 1
19.	DI-MGMT-81468 (DI # A019)	Contract Funds Status Report	19 Oct 95 Cat. 1
20.	AR 700-127 08	Integrated Logistics Support	17 July

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION		1. CLEARANCE AND SAFEGUARDING	
(The requirements of the DoD Industrial Security Manual apply to all aspects of this effort)		FACILITY CLEARANCE REQUIRED	
		LEVEL OF SAFEGUARDING REQUIRED	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable)	
<input type="checkbox"/> a. PRIME CONTRACT NUMBER	<input checked="" type="checkbox"/> a. ORIGINAL (Complete date in all cases)	Date (YYYYMMDD)	20080401
<input type="checkbox"/> b. SUBCONTRACT NUMBER	<input type="checkbox"/> b. REVISED (Supersedes all previous specs)	Revision No	Date (YYYYMMDD)
<input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER PAN JL-0050-08	<input type="checkbox"/> c. FINAL (Complete item 5 in all cases)	Date (YYYYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes complete the following			
Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes complete the following			
In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.			
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)			
a. NAME, ADDRESS, AND ZIP CODE Raytheon Company Integrated Defense Systems 350 Lowell Street Andover, MA 01810-4400	b. CAGE CODE 05716	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service 187 Ballardvale Street Suite B-205 Wilmington MA 01887-1062	
7. SUBCONTRACTOR			
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICES (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE			
a. LOCATION Same as Block 6a	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT The scope of this contract is to perform engineering services to be performed by the contractor; the conduct of non-repetitive investigation, inspection, analysis and corrective action, and test or evaluation effort for the software and hardware, their components and configuration variants; and support of the JLENS system and its associated role in Integrated Air Defense.			
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA		b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION		e. PERFORM SERVICES ONLY	
(1) Sensitive Compartmented Information (SCI)		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non-SCI		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION		h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION		i. HAVE A TEMPEST REQUIREMENT	
h. FOREIGN GOVERNMENT INFORMATION		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION		l. OTHER (Specify): Require classified computer and system processing	
k. OTHER (Specify)			

DD Form 254, DEC 1999

Previous editions are obsolete

JLENS Engineering Services
 CONTRACT W31P4Q-10-C-0003
 ATTACHMENT 0001
 Page 1 of 9
 Date: 17 MARCH 2010

12. PUBLIC RELEASE Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct

Through (Specify)

Commander, US Army Aviation and Missile Command, ATTN: AMSAM-PA, Redstone Arsenal AL 35898-5000. Public release of [redacted] authorized and prohibited for public release. [redacted]

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review. In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes to challenge the guidance or classification assigned to any information or material furnished or generated under the contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any document/tables/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

"FOR BIDDING PURPOSES ONLY. NOT VALID FOR ACTUAL CONTRACT. UPON AWARD, SUBMIT CONTRACT AWARD DDF254 THROUGH APPROPRIATE AMCOM SECURITY CHANNELS FOR CERTIFICATION."

Technical POC is [redacted] telephone 256-313-3700

See continuation pages for additional security guidance

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.

Yes No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. If Yes, explain and identify specific areas or elements covered and the agency responsible for inspections. Use item 13 if additional space is needed.

See [redacted] Attachment 2 for additional guidance. [redacted]

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

d. TITLE
JLENS Program Security Officer

e. TELEPHONE (include Area Code)
256-955-2438

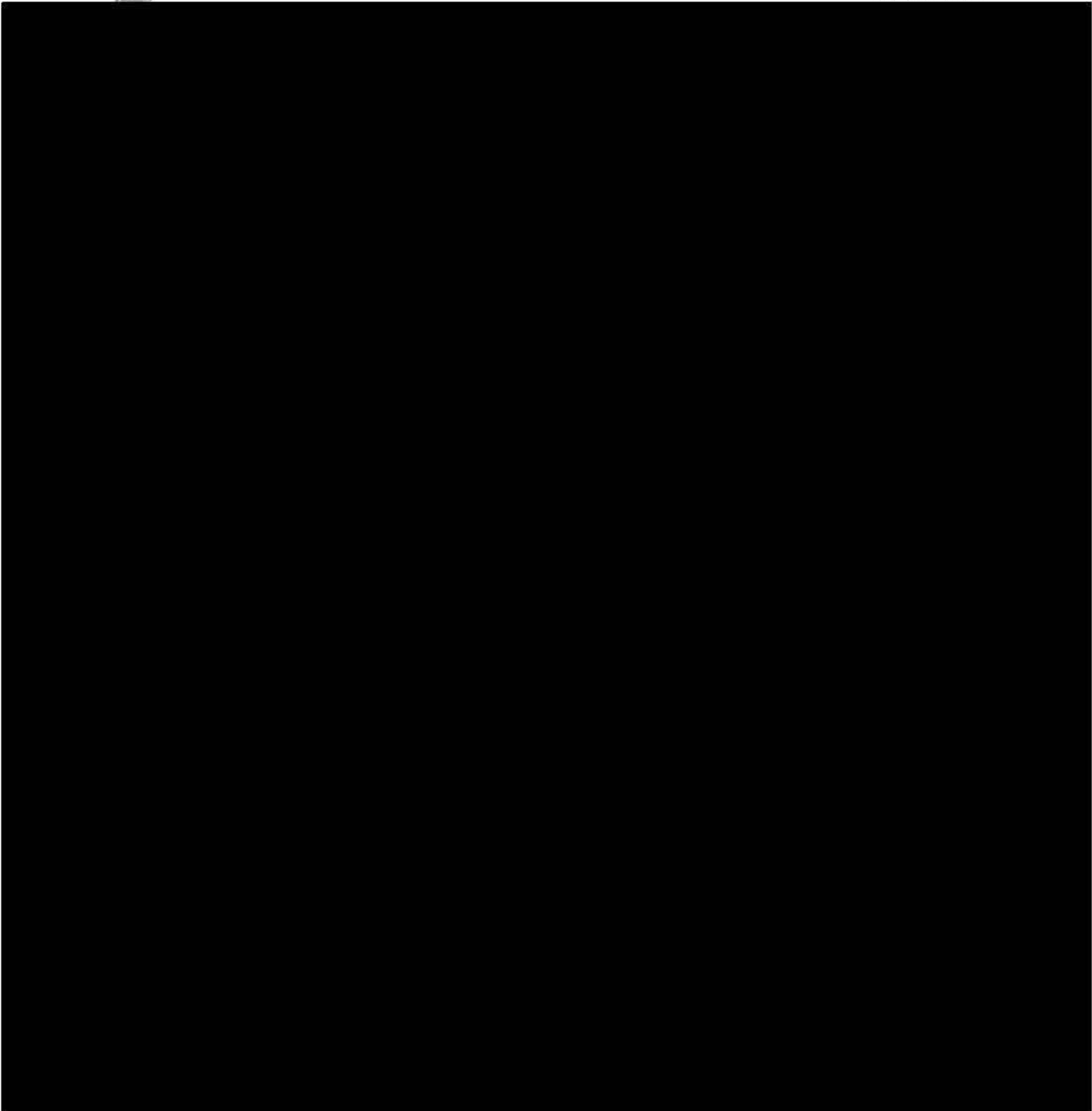
f. ADDRESS (include ZIP Code)
Cruise Missile Defense Systems Project Office
SFAE-MSLS-CMDS-JLN
Building 5308
Redstone Arsenal, AL 35898

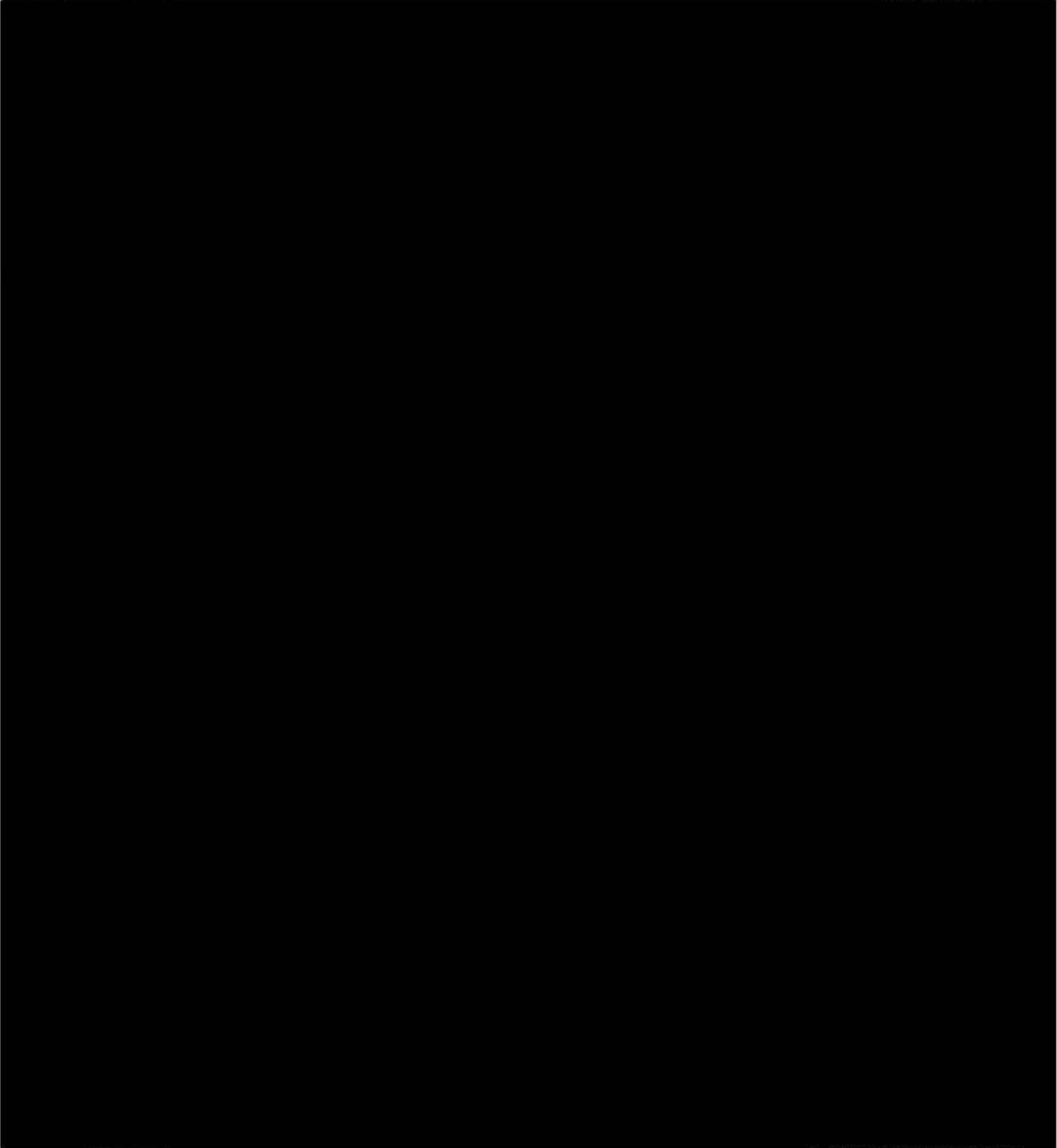
17. REQUIRED DISTRIBUTION
- a. CONTRACTOR
 - b. SUBCONTRACTOR
 - c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
 - d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
 - e. ADMINISTRATIVE CONTRACTING OFFICER
 - f. OTHERS AS NECESSARY

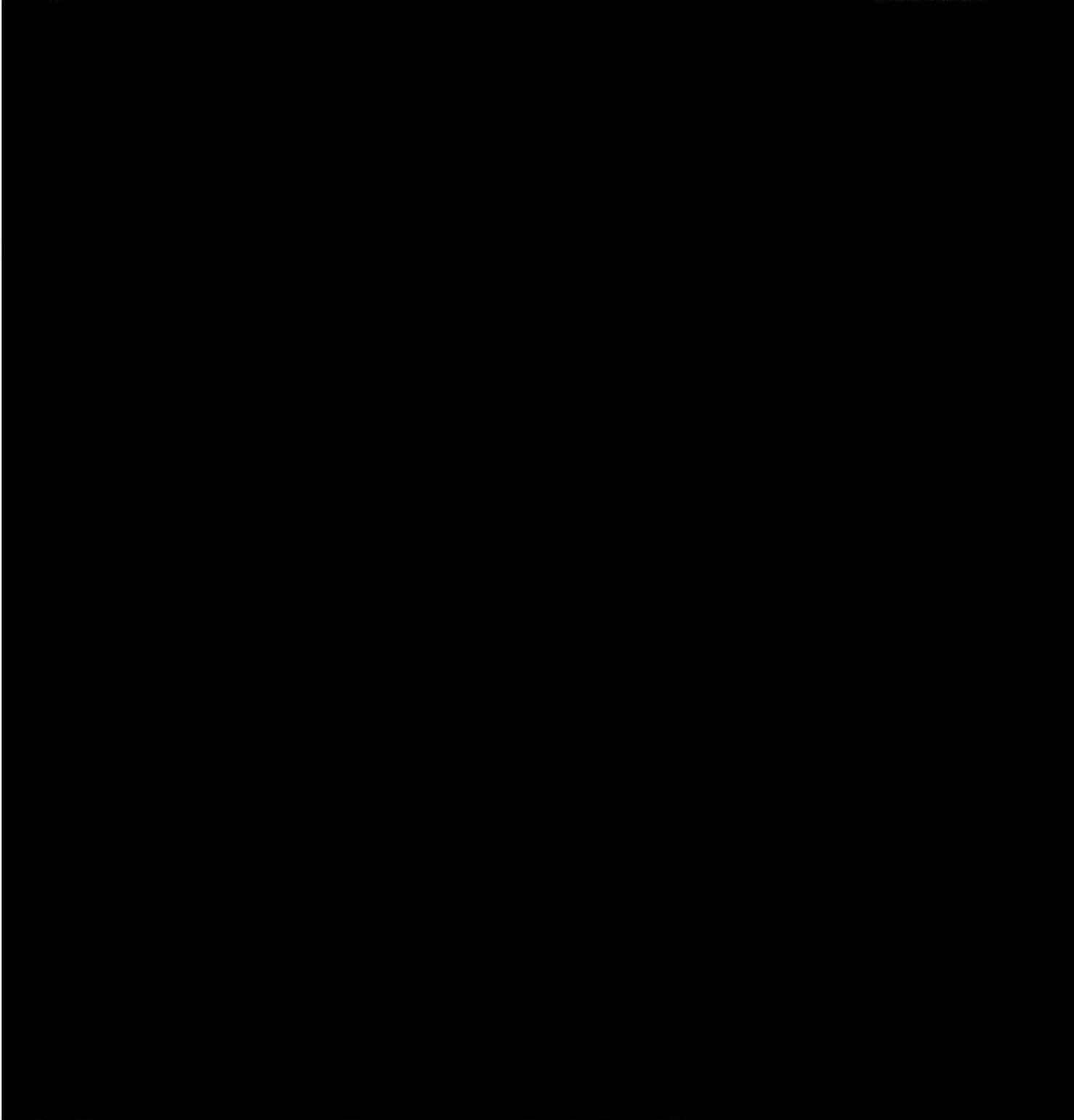
Security Manager, PEC
[redacted] & Spurr

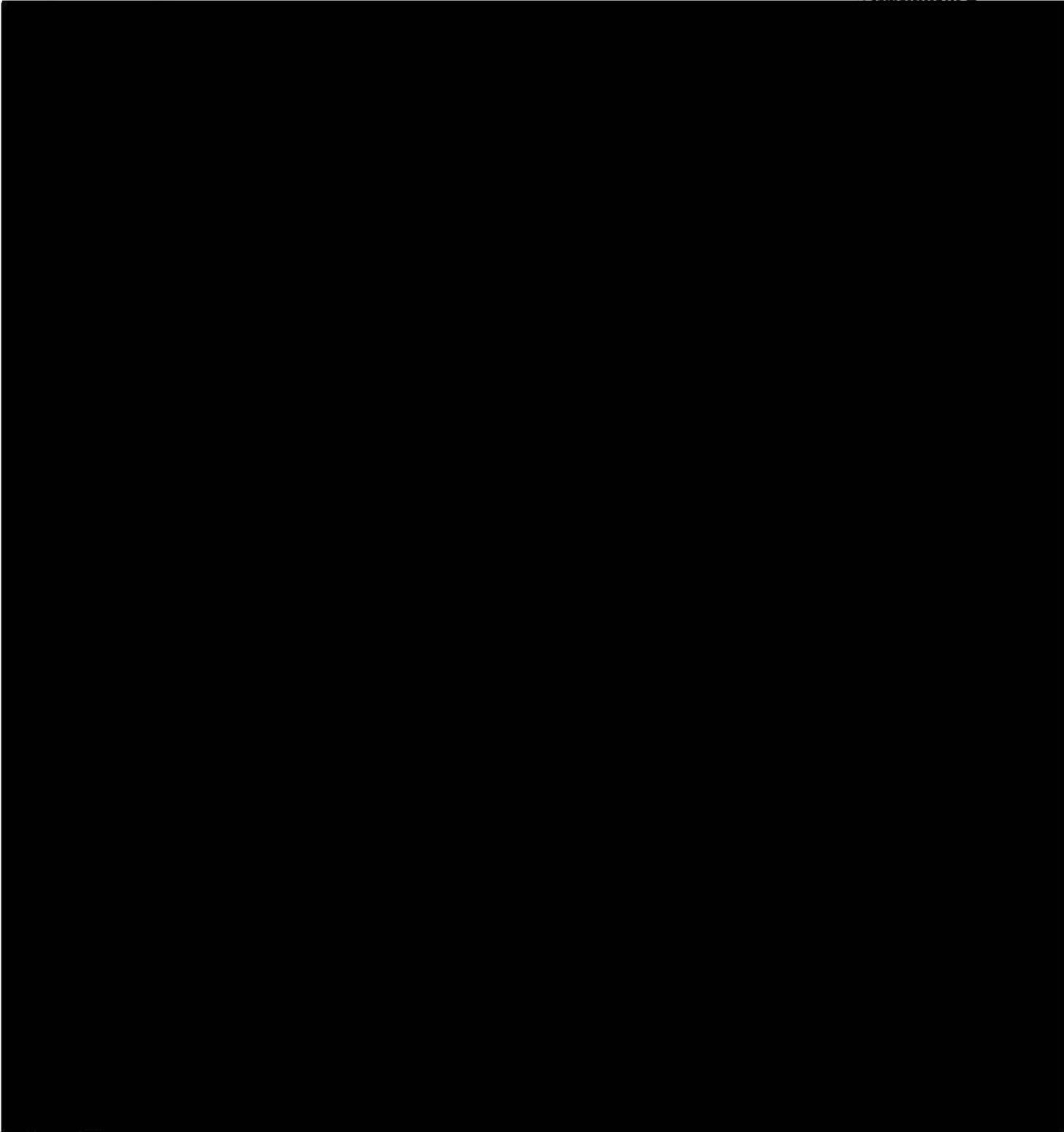
DD FORM 254 (MAY 1962), DEC 1999

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 2 of 9
Date: 17 MARCH 2010




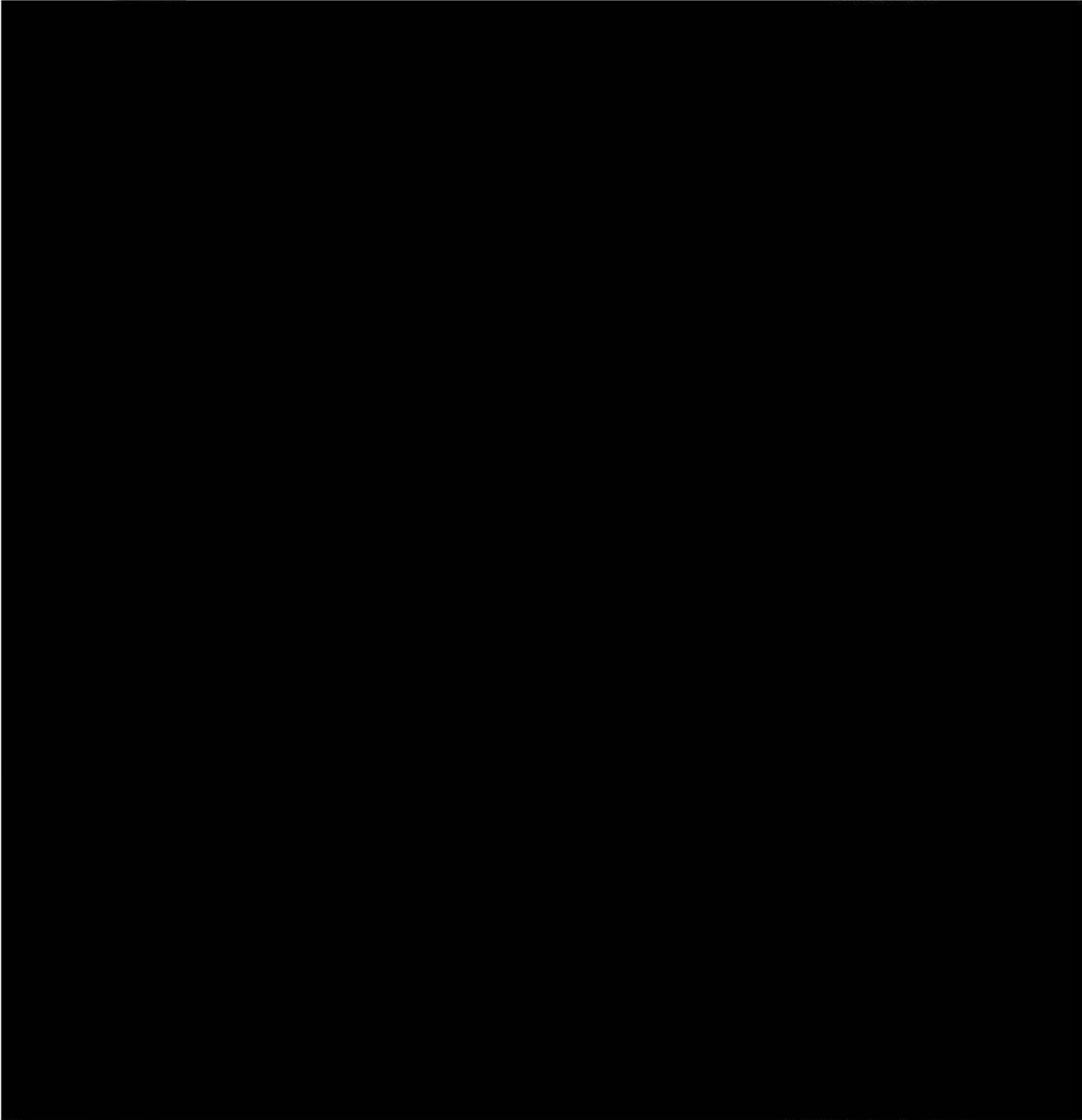


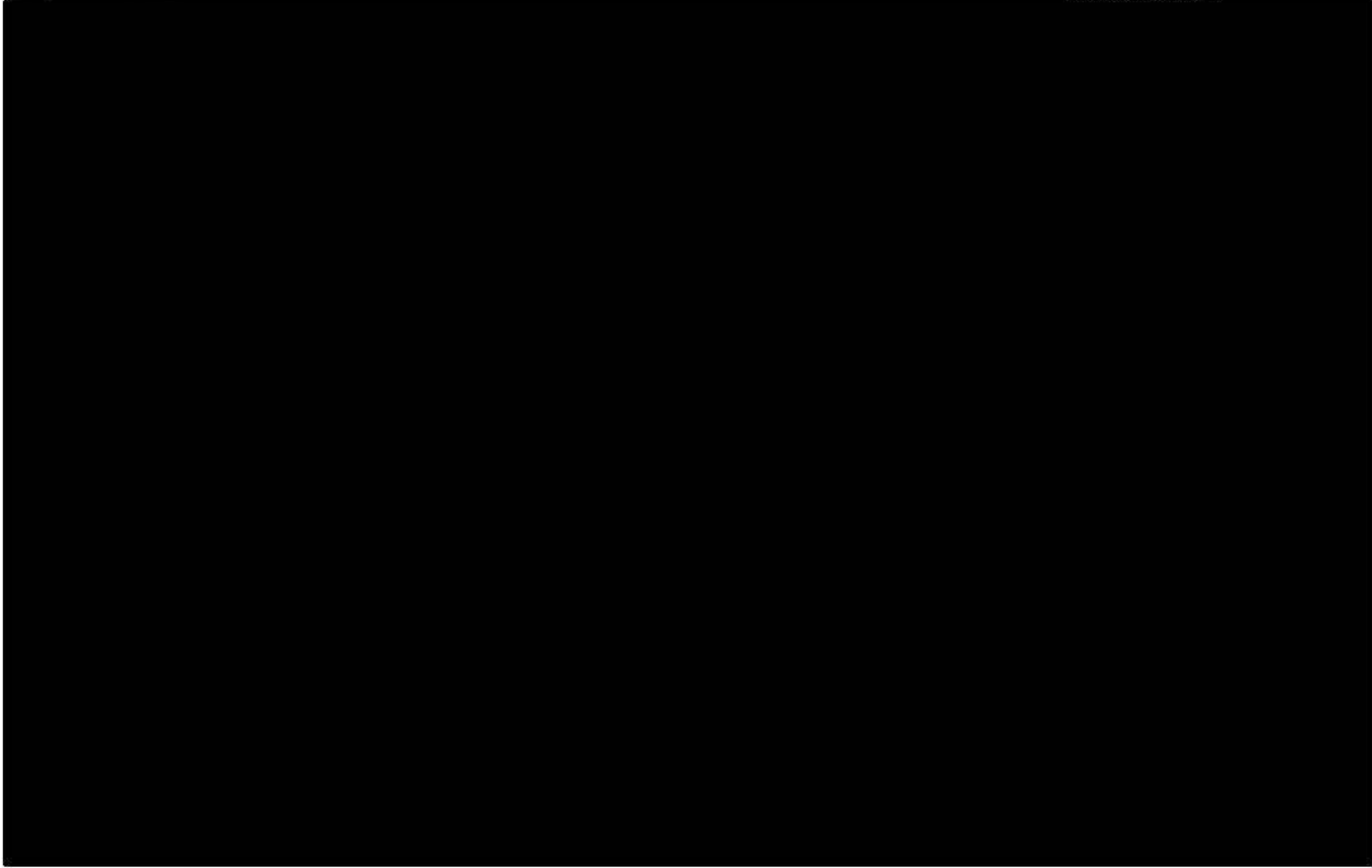







JLENS Program Security Manager
Cruise Missile Defense System
Project Office





APPENDIX C

STATEMENT OF WORK (SOW)

JOINT LAND ATTACK CRUISE MISSILE DEFENSE ELEVATED NETTED SENSOR SYSTEM (JLENS) ENGINEERING SERVICES

1.0 GENERAL

1.1 This SOW delineates in general terms the overall requirements of the engineering services (ES) to be performed by the Contractor; the conduct of nonrepetitive investigation, inspection, analysis and corrective action, and test or evaluation effort which will or may likely impact the software or hardware of the systems, their components, and configuration variants; and support of the JLENS program and its associated role in **Integrated Air and Missile Defense**. The support shall be allocated among Base Engineering Service Memorandums (ESMs). These Base ESMs are delineated in Section B of the contract and include the allocated hours of support per the respective Base ESM. The base ESMs describe the functional area and/or tasks within the area that may be required of the contractor during performance.

Specific performance of tasks that will be required after option exercise will be indicated by signature of sub-ESMs. These sub-ESMS delineate the technical direction of the respective tasks within Base ESMs. The Contractor is not authorized to perform specific ES tasks (sub-Engineering Services Memorandum or sub-ESMs) until the Government issues an approved Engineering Services Memorandum (ESM) form that describes the specific tasks that are required of the Contractor. The JLENS Product Manager, JLENS Product Office, is designated as the Government Technical Manager for this engineering services contract and will have approval authority of Engineering Services Memoranda (ESMs.) The Deputy Product Manager, JLENS, CMDS Project Office is designated as the Alternate Technical Manager. Approval authority of ESMs and sub-ESMs may also be delegated in writing by the approval authority. Revisions to ESMs will be incorporated by contract modifications. Redirection of effort between ESMs can only be accomplished by means of a contract modification. Revision to sub-ESMs will not require a contract modification.

2.0 ENGINEERING SERVICES MEMORANDUM (ESM) AREAS

2.1 General

2.1.1 All efforts performed under this SOW shall be provided in accordance with (IAW) the ESMs and this SOW. No task shall be duplicated on concurrent contracts, or overlapping contracts.

2.1.2 ESMs shall contain both man-hour and dollar value limitations. Sub-ESMs shall specify man-hours, a dollar value, and contain time phased technical milestones. Man-hours and dollar limitations in the Sub-ESMs shall not be exceeded.

2.1.3 When any effort is initiated, even if to be incrementally funded, the complete effort shall be described in the initial ESM to include phased effort identifying the total cost and cost for each phase.

2.2 ESM Structure.

2.2.1 The contractor shall perform the Engineering Services IAW the Base ESMs. The contractor shall allocate to each Base ESM the total contract funds needed to support the ESM through the contract period. The cumulative allocation under the Base ESMs shall at no time exceed the total contract funds. For level of effort ESMs, such as Program Management, the Base ESM will specify whether or not Sub-ESMs are required. All work content in the Program Management Base ESM will be accounted for within the Base-ESM. Sub-ESMs are not required in Program Management unless specified by the Contracting Officer or Government Technical Monitor. Within all other Base ESMs, Sub-ESMs shall be prepared defining specific work content within a given Base ESM. In no case shall the Contractor exceed the allocated funds in either a Base ESM or Sub-ESM without a revision which adds funds or redefines the ESM SOW.

2.2.1.1 A Sub-ESM shall describe each specific effort under the Base ESM.

2.2.1.2 Funding required for a Sub-ESM shall be obtained from the Base ESM. The total of all specific expenditures under all Sub-ESMs shall at no time exceed the total funds allocated under the Base ESM.

2.2.1.3 At the completion of each Sub-ESM, the contractor shall prepare a final report on that Sub-ESM, as required by the sub-ESM. If a specific report is not required, results of the sub-ESM will be recorded in the Quarterly Status Report.

2.3 Origination of ESMs. Either the contractor or the Government Technical Manager may originate new Base ESMs or Sub-ESMs at any time during the performance of this contract.

2.3.1 Revision of ESMs. In the event it becomes necessary to make any additions, deletions, or revisions to a Base ESM or a Sub-ESM, the contractor shall prepare a revised Base ESM or Sub-ESM. The Government may also submit a revision to a Base ESM or Sub-ESM.

2.3.2 In no case shall the contractor expend funds on a Sub-ESM beyond the original estimated cost prior to approval by the Government Technical Manager of a revision establishing a new estimated cost. The Contractor shall notify the Government Technical Manager when 75 percent of the funds allocated to the Sub-ESM has been expended.

2.3.3 The Government Technical Manager may authorize the shifting of effort from one Sub-ESM to another Sub-ESM or new Sub-ESM (within the same Base ESM and CLIN). This shall

be accomplished by official revision and/or preparation of the Sub-ESMs affected. This does not authorize the redirection of effort outside the contract scope.

2.3.4 The contractor shall prepare and submit, upon request by the Government Technical Manager, a Sub-ESM to provide the necessary effort to accomplish any related task required by the Government. The explicit requirements of a Sub-ESM shall take precedence over the more general requirements in the Base ESMs.

2.4 Priority of ESMs and Sub-ESMs. The Government reserves the right to establish priority of all tasks under this contract.

2.5 Duplication. Sub-ESMs shall not be submitted for tasks where any portion has previously been submitted on a Sub-ESM and disapproved, unless specifically requested by the Government.

2.6 Sub-ESM Preparation. A Sub-ESM shall not be submitted to cover the preparation of Sub-ESMs.

2.6.1 Numbers assigned to any Sub-ESMs (approved/disapproved) shall not be reassigned to subsequent Sub-ESMs.

2.6.2 Duplication of work covered by a previous Sub-ESM shall be sufficient basis for disapproval of a proposed Sub-ESM. The cost of duplication of work under this contract for effort performed under this or any other contract with the Government will not be reimbursable.

2.6.3 Content of Each Sub-ESM. Each Sub-ESM prepared for submittal shall be complete and shall include a statement as to the related effect(s) of the effort on any other Sub-ESM under this contract. Each Sub-ESM shall define as associated costs such as the man-hours, materials cost, and other costs (e.g., travel cost).

2.7 Receipt of Base ESMs or Sub-ESMs. The Government Technical Manager will review each Base ESM or Sub-ESM for conformance to the technical requirements of the contract.

2.7.1 Base ESMs will be incorporated into the contract by formal modification.

2.7.2 Sub-ESMs may be issued by the Government Technical Manager within the limitations of this SOW and the delegation of authority from the PCO.

2.8 Program Management

This area involves Contractor activities regarding summary management of ESMs, including engineering services program planning, control of hours and costs, control and release of reports, and program liaison with the Government. The Contractor shall be a member of the joint Government-Contractor Engineering Services Integrated Product Team (IPT).

2.8.1 The Office of the Assistance Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site to capture all direct labor hours and direct labor dollars incurred by prime contractors and subcontractors required for performance of this contract. The prime contractor is required to provide the information addressed in the contractor user guide at the following web address: <https://cmra.army.mil>. Subcontractors are required to provide the information addressed in the subcontractor user guide at the web address provided above.

The required information includes Contract Number, Delivery or Task Order Number (if applicable), Direct Labor Hours, Direct Labor Dollars, Country, State, Zip Code, City or Installation of Service, Total Obligated Dollars, Total Invoiced Amount, Contractor Company Name, Contractor Point of Contact First and Last Name, Phone Number and Email Address.

The Contractor agrees to include, and require inclusion of, this term in subcontracts at any tier under this contract (except to vendors providing goods and no services other than incidental services). NOTE: Subcontractors will not enter any contract level information, only location data to include direct labor hours, direct labor dollars and location where provided.

The prime contractor shall establish the record.

2.8.1.1 Financial Reporting

The contractor shall submit financial reporting base ESM and sub-ESM IAW Contract Data Requirement Lists (CDRL) A018 and A019.

2.9 Engineering

This area involves Contractor-engineering activities. Included are system engineering functions to include software engineering/support for total system integration or product engineering required for resolution of problems encountered throughout the program lifecycle. Tasks include special studies and investigations, initiation of design changes, reports and test support, and support of system test, integration, and troubleshooting including data acquisition and analysis. In addition, they include the design and fabrication of hardware/software or material necessary to support such activities.

2.10 Product Assurance/Test

This area involves Contractor quality activities relating to maintenance of a reliable system as required by associated system performance requirements and the technical data package. Tasks include reliability assessments, failure analysis, support and collection of test data and review of proposed changes to technical documentation for incorporation of quality and reliability factors. Quality records shall be available for government review at the Contractor's facility.

2.11 Configuration Management

This area involves all Contractor configuration management activities relating to maintenance of and updates to the JLENS specifications and technical data.

2.12 Logistics

2.12.1 As directed, the contractor shall perform logistics studies on all aspects of JLENS hardware components and logistics to include the 10 elements of AR 700-127 (i.e., Technical data (ITEMS), provisioning, tools, facilities, transportation, training, computers, etc.), material handoff/training/transfer/deployment, post-FUE support, and training devices. As directed by the Government may request data on costs, schedule, and impact on the program.

2.12.2 Additional data bases. Upon the direction of the government, the contractor shall prepare additional databases on logistics elements, devices/hardware, and fielding. Comments, changes, and revisions from the Government shall be incorporated into the RPSTL prior to final acceptance.

3.0 ENGINEERING SERVICES MEMORANDUM (ESM) PROCESS

3.1 General

3.1.1 With written delegation of authority from the Procuring Contracting Officer (PCO) and within the limitations of this SOW, the Government Technical Managers or their delegates may issue approved sub-ESMs to the Contractor.

3.1.2 Funding required for a Base ESM shall be obtained from its designated contract CLIN(s). The total expenditures under all Base ESMs shall at no time exceed the total funds allocated under its designated contract CLIN(s).

3.2 Sub-ESM Origination and Preparation

3.2.1 At the request of the Government Technical Managers or their delegate, the Contractor shall prepare and submit an ESM form to describe the necessary effort to accomplish any task required by the Government within the limitations of this SOW. The Government Technical Manager may also prepare a new sub-ESM during the performance of this contract.

3.2.2 The Contractor is not authorized to perform specific tasks under this contract until the Government issues an approved sub-ESM that describes the specific tasks that are required of the Contractor.

3.3 ESM Form Content

3.3.1 Each ESM prepared for submittal IAW DI-MISC-80748 shall also include:

3.3.1.1 A unique ESM number in the following format: two-letter system designator (JL for JLENS), 2-digit year of execution designator (-08), two-digit sequential control number (-01, -02, etc), ie, JL-08-01.

- 3.3.1.2 Designation of effort as 'level of effort' type or 'completion' type.
- 3.3.1.3 Associated CLIN(s) for billing (to be completed by Government) for Government purposes.
- 3.3.1.4 Associated funding type (to be completed by Government) for Government purposes.
- 3.3.1.5 Associated man-hours and dollar value limitations.
- 3.3.1.6 Applicable deliverables.
- 3.3.1.7 Monthly allocation of effort in terms of man-hours and dollars.
- 3.3.1.8 Functional allocation of effort in terms of man-hours.
- 3.3.1.9 Applicable time-phased technical milestones.

3.3.2 When any effort is initiated, even if it is to be incrementally funded, the complete effort shall be described in the initial sub-ESM and shall identify the scope, estimated cost, and completion date, if applicable for each phase, as well as applicable technical milestones, Government Furnished Property (GFP) requirements, and deliverables for each phase.

3.3.3 A sub-ESM shall include a statement as to the related effect(s) of the effort on any other sub-ESM under this contract.

3.4 Sub-ESM Performance

3.4.1 All efforts performed under this SOW shall be provided in accordance with (IAW) this SOW and associated approved Base ESMs. No task shall be duplicated on concurrent contracts, or overlapping contracts.

3.4.2 Man-hours and dollar limitations in the Base ESMs shall not be exceeded.

3.4.3 At the completion of each subESM, the Contractor shall prepare a final report on that sub-ESM, as required by the sub-ESM. If a specific report is not required, results of the sub-ESM will be recorded in the Quarterly Status Report.

3.5 Sub-ESM Revision

3.5.1 In the event it becomes necessary to make any additions, deletions, or revisions to a sub-ESM, at the request of the Government Technical Managers or their delegates, the contractor shall prepare a revised sub-ESM. The Government Technical Managers may also prepare a revised sub-ESM during the performance of this contract.

3.5.2 The Government Technical Managers may authorize the shifting of effort from one sub-ESM to another sub-ESM or new sub-ESM (within the same funded contract CLIN). This shall be accomplished by official revision and/or preparation of the sub-ESMs affected. This does not authorize the redirection of effort outside the contract scope.

3.6 Sub-ESM Prioritization

3.6.1 The Government reserves the right to establish priority of all tasks under this contract.

4.0 DATA

The contractor shall prepare the following data if required by sub-ESM direction:

IDENTIFICATION NO.**NOMENCLATURE (If Required)**

a. CDRL A001 Engineering Services Memorandum DI-MISC-80748

Applies to both Base ESMs and sub-ESMs.

b. CDRL A002 Engineering and Technical Services Accomplishment Report DI-MGMT-80061

c. CDRL A003 Management Plan DI-MGMT-80004
All Contractor-generated plans IAW Base ESM and/or subESM technical direction shall be prepared IAW DI-MGMT-80004. As specific plans are required by ESM performance, a management plan shall be forwarded as required by the Government monitor for the respective ESM. Types of management plans may include different functional plans.

d. CDRL A004 Scientific and Technical Reports DI-MISC-80711

All contractor generated reports IAW sub-ESM technical direction shall be prepared IAW DI-MISC-80711. As specific reports are required by sub-ESM performance, a scientific and technical report shall be forwarded as required by the government monitor for the respective sub-ESM. Types of scientific and technical reports may include different functional reports.

e. CDRLA005 Revisions to Existing Government Documents DI-ADMN-80925

The list of existing Government documents that may require updating are as follows:
Provisioning Parts Listing/Index, Specifications and Standards Usage Report, and Drawing Number Assignment Report.

f. CDRL A006 Publication Cost Report (PCR) DI-FNCL-80729

g. CDRL A007 Engineering Release Record (ERR) DI-CMAN-80463

h. CDLR A008 Modification Work Order (MWO) DI-CMAN-80529

i. CDRL A009 Product Drawings/Models and Associated Lists DI-SESS-81000

j. CDLR A010 Parts Approval Request DI-MISC-80071

k. CDRL A011 Source Control Drawing Approval Request DI-DRPR-81010

l. CDRL A012 Proposed Critical Manufacturing Process Description DI-DRPR-81012

- m. CDRL A013 Engineering Change Proposal (ECP) DI-CMAN-80639
- n. CDRL A014 Notice of Revision (NOR) DI-CMAN-80642
- o. CDRL A015 Request for Nomenclature (DD61) DI-CMAN-81254
- p. CDRL A016 Technical Publications - TM Changes with Associated Backup Pages No citation

Files shall be included with delivery in a format compliant with Portable Document Format (PDF), and will be backed up with a separate CD-ROM of postscript or word processing files.

- q. CDRL A017 Technical Publications - New and Changed RPSTL Pages w/Backup Pages No citation

Files shall be included with delivery in a format compliant with PDF, and will be backed up with a separate CD-ROM of postscript or word processing files.

- r. CDRL A018 Funds and Man-Hours Expenditure Report (FMER) DI-FNCL-80331
- s. CDRL A019 Contract Funds Status Report (CFSR) DI-MGMT-81468

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 7
2. Amendment/Modification No. P00003	3. Effective Date 21 July 2010	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0003 10	
6. Issued By US ARMY CONTRACTING COMMAND [REDACTED] ARLICH CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280 [REDACTED]	Code W31P4Q	7. Administered By (If other than Item 6) DCMA RAYTHEON TEWKSBURY 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876-1198		Code B2205A
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY AMDS 350 LOWELL ST ANDOVER, MA 01810-4400 TYPR BUSINESS: Large Business Performing in U.S.		SCD A PAS NONE ADP PT HQ0337	9A. Amendment Of Solicitation No.	
Code 05716 Facility Code		9B. Dated (See Item 11)		
		10A. Modification Of Contract/Order No. W31P4Q-10-C-0003		
		10B. Dated (See Item 13) 2003MAR17		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.**

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

- The Changes Set Forth In Item 14 Are Made In
- A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.
 - B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 - C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103 (a) (3)
 - D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by ECF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

[REDACTED] (print)

[REDACTED] Date Signed 7-21-10

[REDACTED] Date Signed 21 July 2010

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00003	Page 2 of 6
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Name of Offeror or Contractor: RAYTHSON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification(P00003) To contract W31P4Q-10-C-0003 is as follows:

a. To Re-align Engineering Hours as follows:

CLIN 0002
FY10 Option Period

<u>HOURS</u>	<u>From</u>	<u>Change by</u>	<u>To</u>
PM/CM	[REDACTED]		
ENGINEERING			
PROD ASS/ TEST			
LOGISTICS			
TOTAL			

As reflected in the total above, the hours are hereby re-aligned. However, the total amount of hours for CLIN 0002 remain unchanged.

b. Modification P00002 Re-align Material as follows:

<u>CLIN</u>	<u>From</u>	<u>Change by</u>	<u>To</u>
0001	[REDACTED]		
0002			
0002			
0003			

c. To Re-align Material Funding as follows:

<u>CLIN</u>	<u>From</u>	<u>Change by</u>	<u>To</u>
0002	[REDACTED]		
0003			
0004			
0005			
0006			

A-2 The breakout of hours and associated costs for CLINS 0001, 0002, 0003, 0004, 0005, and 0006 are reflected in section B of this Modification (P00003).

A-3 As a result of this modification, the contract price remains unchanged at a total amount of \$393,769.

A-4 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0003 ***

Redactions per (b)(4)

000144

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00003

Page 3 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																																																								
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CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

CLEARANCE AND SAFEGUARDING

FACILITY CLEARANCE REQUIRED

b. LEVEL OF SAFEGUARDING REQUIRED

2. THIS SPECIFICATION IS FOR: (x and complete as applicable)

<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER W31P4Q-10-C-0003
<input type="checkbox"/>	b. SUBCONTRACT NUMBER
<input type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER PAN JL-0050-08
	DUE DATE (YYMMDD)

3. THIS SPECIFICATION IS: (x and complete as applicable)

<input type="checkbox"/>	a. ORIGINAL (Complete date in all cases)	DATE (YYMMDD) 2/15/10
<input checked="" type="checkbox"/>	b. REVISED (Supersedes all previous specs)	Revision No. 1
<input type="checkbox"/>	c. FINAL (Complete Item 5 in all cases)	DATE (YYMMDD)

4. THIS IS A FOLLOW-ON CONTRACT? YES NO. If Yes, complete the following:
Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? YES NO. If Yes, complete the following:
In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE Raytheon Company Integrated Defense Systems 350 Lowell Street Andover, MA 01810-4400	b. CAGE CODE 05716	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service 187 Ballardvale Street Suite B-205 Wilmington MA 01887-1062
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7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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Superseded

8. ACTUAL PERFORMANCE

a. LOCATION Same as Block 6a	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) 20 July 2010 J.K.
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9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

The scope of this contract is to perform engineering services to be performed by the contractor, the conduct of non-repetitive investigation, inspection, analysis, and corrective active, and test or evaluation effort for the software and hardware, their components and configuration variants; and support of the JLENS system and its associated role in integrated Air Defense.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:

- a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION
- b. RESTRICTED DATA
- c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION
- d. FORMERLY RESTRICTED DATA
- e. INTELLIGENCE INFORMATION
 - (1) Sensitive Compartmented Information (SCI)
 - (2) Non-SCI
- f. SPECIAL ACCESS INFORMATION
- g. NATO INFORMATION
- h. FOREIGN GOVERNMENT INFORMATION
- i. LIMITED DISSEMINATION INFORMATION
- j. FOR OFFICIAL USE ONLY INFORMATION
- k. OTHER (Specify)

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

- a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
- b. RECEIVE CLASSIFIED DOCUMENTS ONLY
- c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
- d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
- e. PERFORM SERVICES ONLY
- f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
- g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
- h. REQUIRE A COMSEC ACCOUNT
- i. HAVE TEMPEST REQUIREMENTS
- j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
- k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
- l. OTHER (Specify)

Require classified computer processing

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public disclosure except as provided by the NISPOM or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct Through (Specify):

Commander, 000148 Aviation and Missile Command, APTN: AMSAM PA, Redstone Arsenal AL 35898-5000.

Attachment 2 for additional guidance.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Technical POC is [Redacted]

See continuation pages for additional security guidance.

Redactions per (b)(6), b)(7)(e)

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide any appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.) Yes No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements of work outside the security office's responsibility for inspection. Use Item 13 if additional space is needed.) Yes No

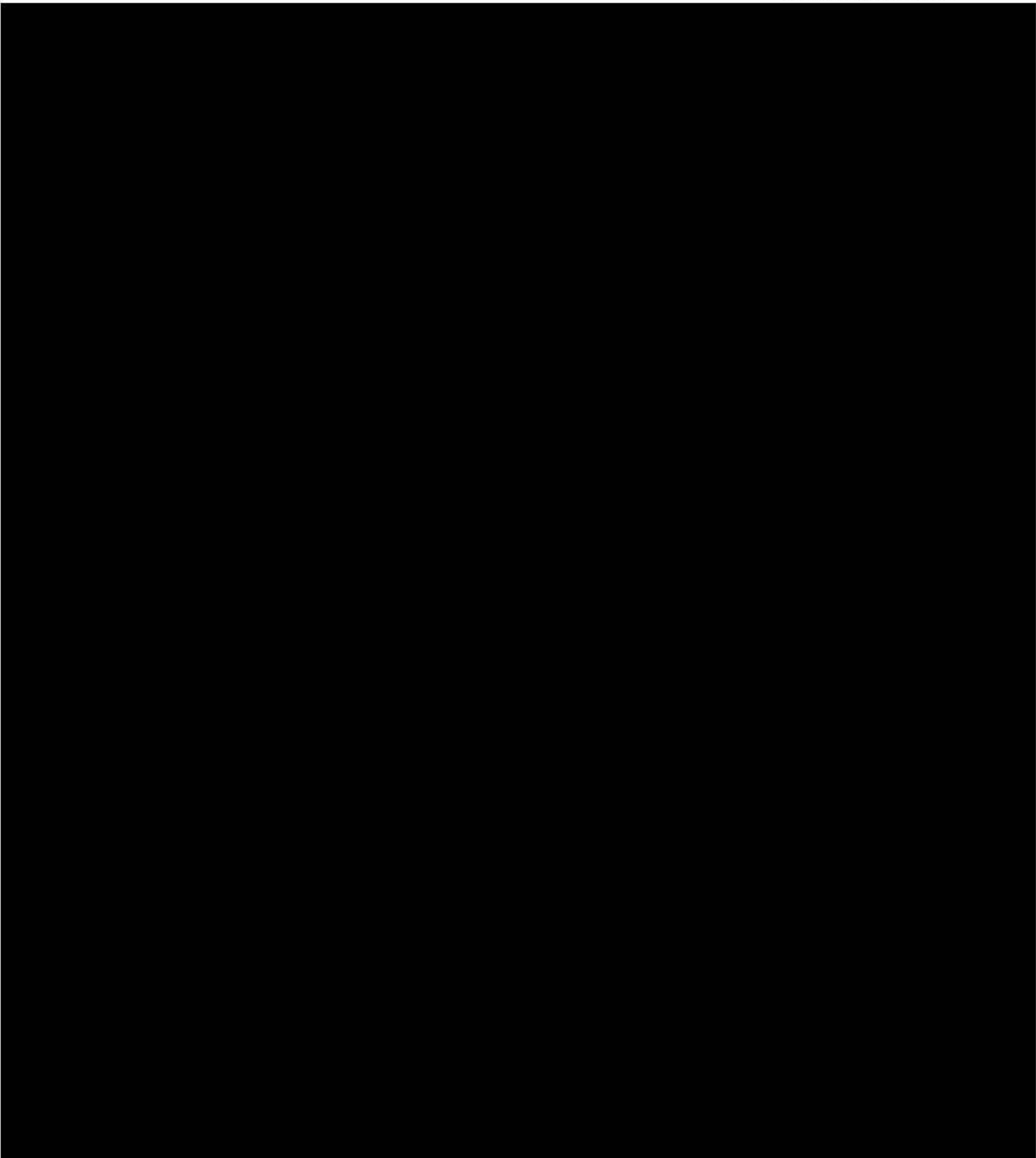
16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

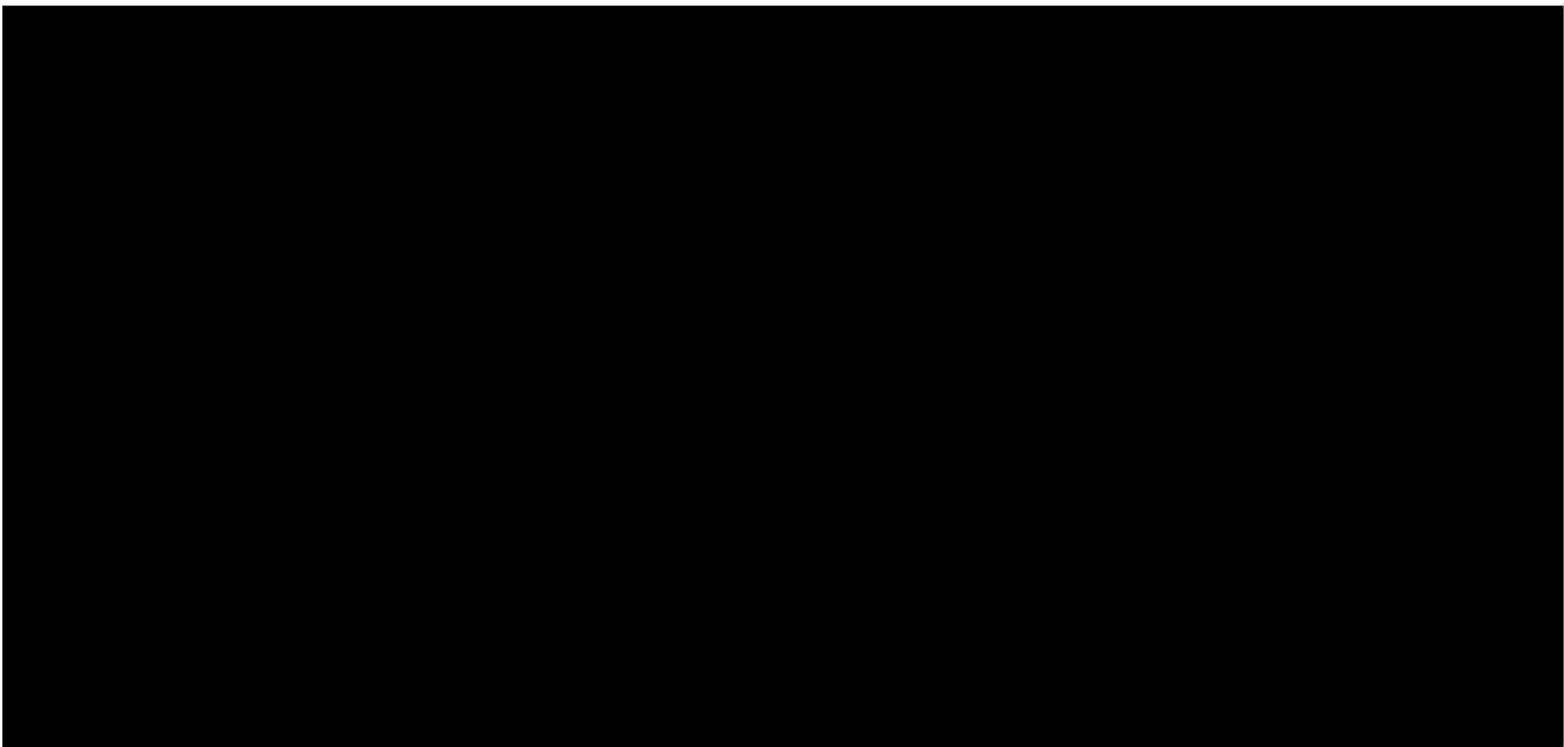
a. TYPED NAME OF CERTIFYING OFFICIAL [Redacted]	b. TITLE JLENS Program Security Officer	[Redacted] (Area Code)
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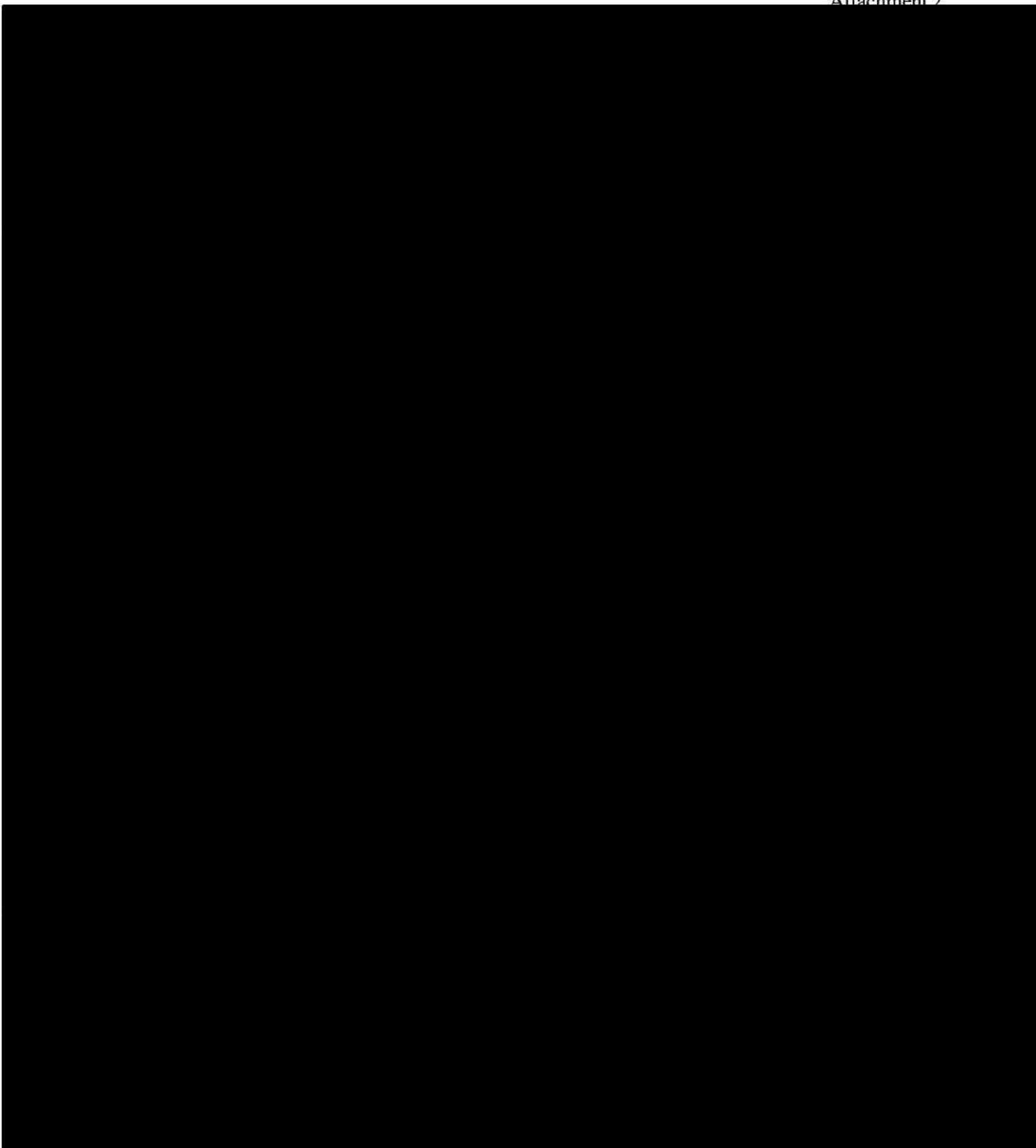
d. ADDRESS (Include Zip Code)
Cruise Missile Defense Systems Project Office
SFAE-MSLS-CMDS-JLN-SO
Redstone Arsenal, AL 35898-5000
[Redacted]

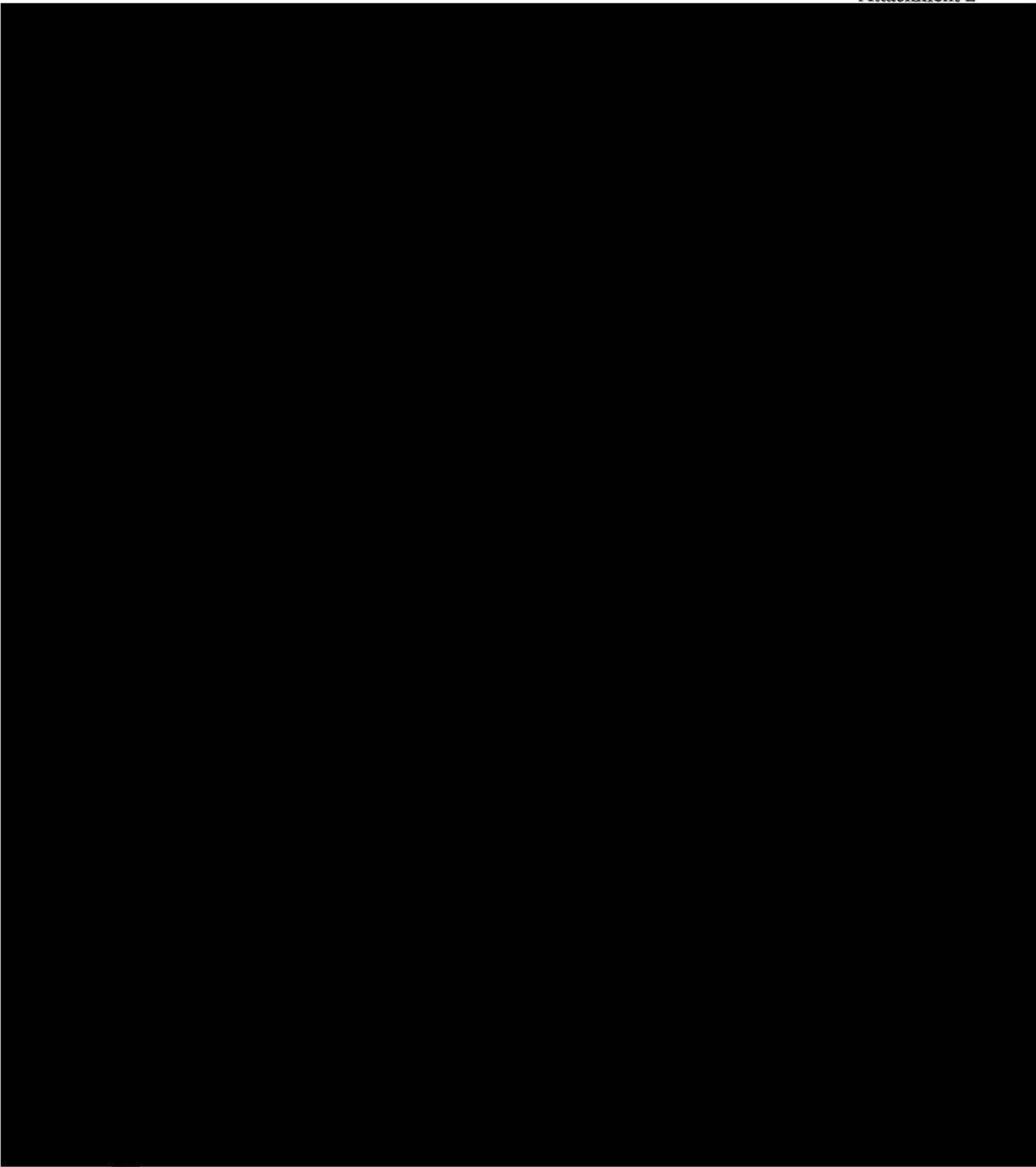
17. REQUIRED DISTRIBUTION
- a. CONTRACTOR
 - b. SUBCONTRACTOR
 - c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
 - d. U.S. ACTIVITY RESPONSIBLE
 - e. ADMINISTRATIVE CONTRACTOR
 - f. OTHERS AS NECESSARY

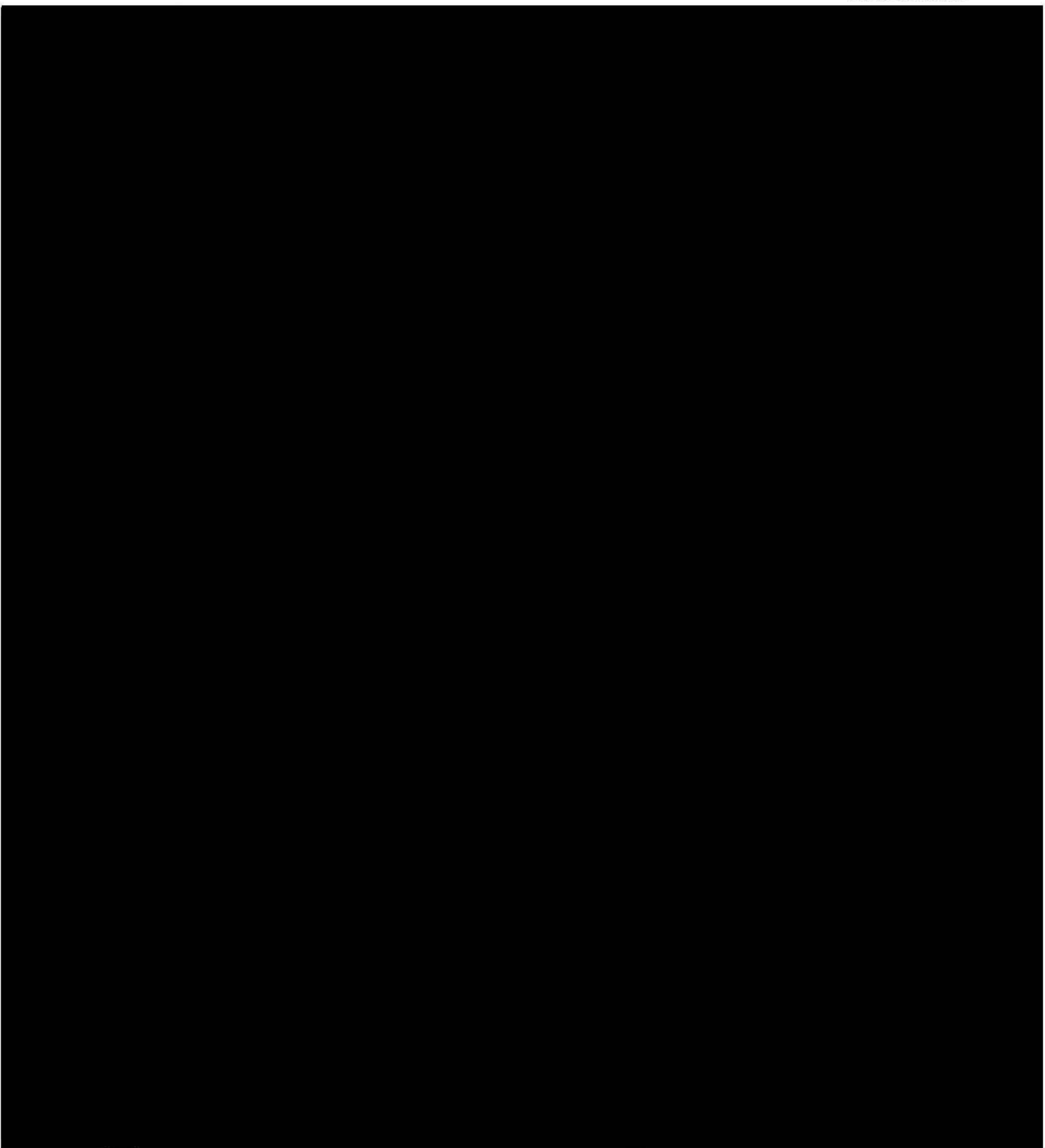
JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 2 Of 16
Date: 19 JULY 2010

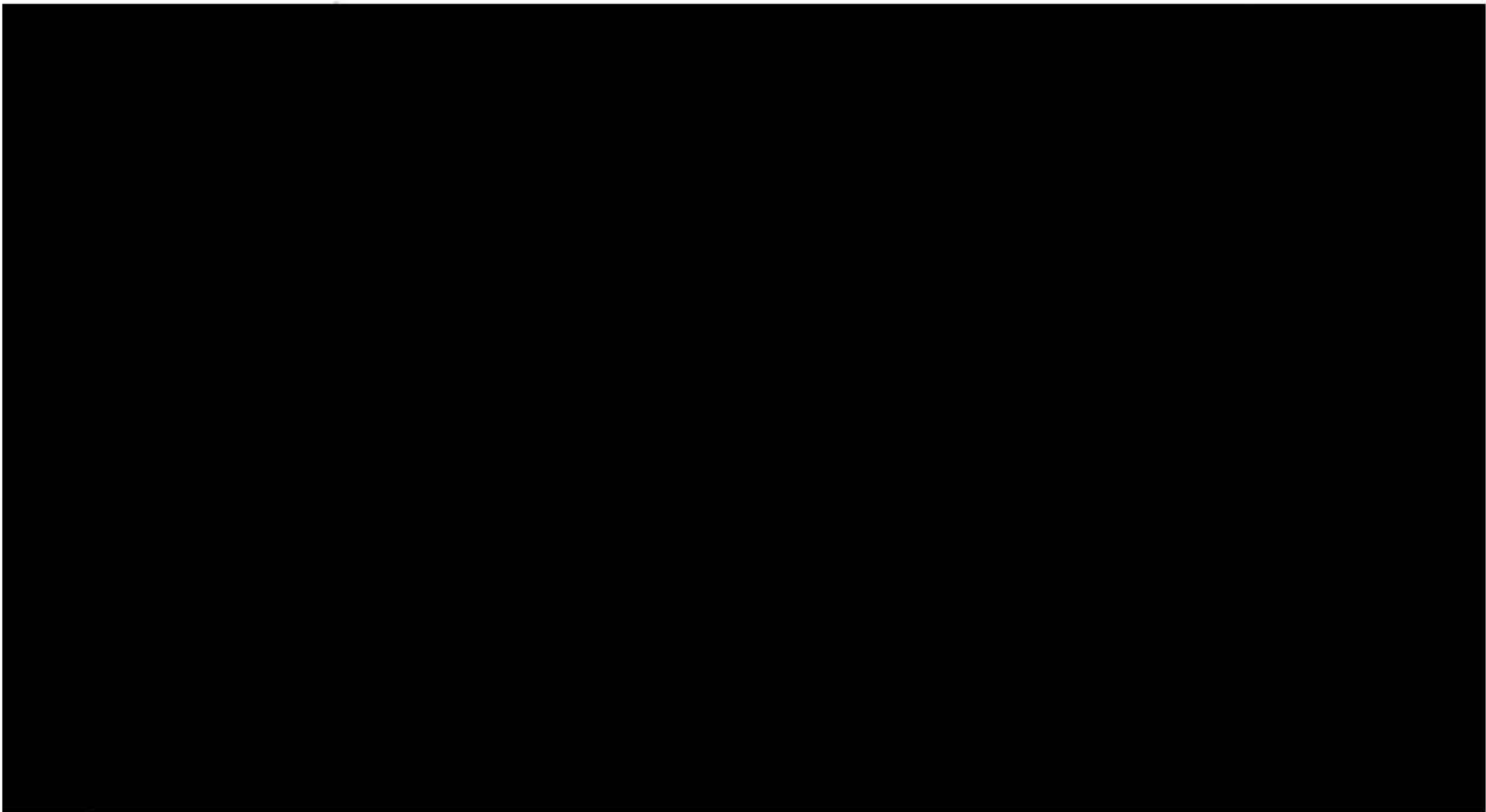






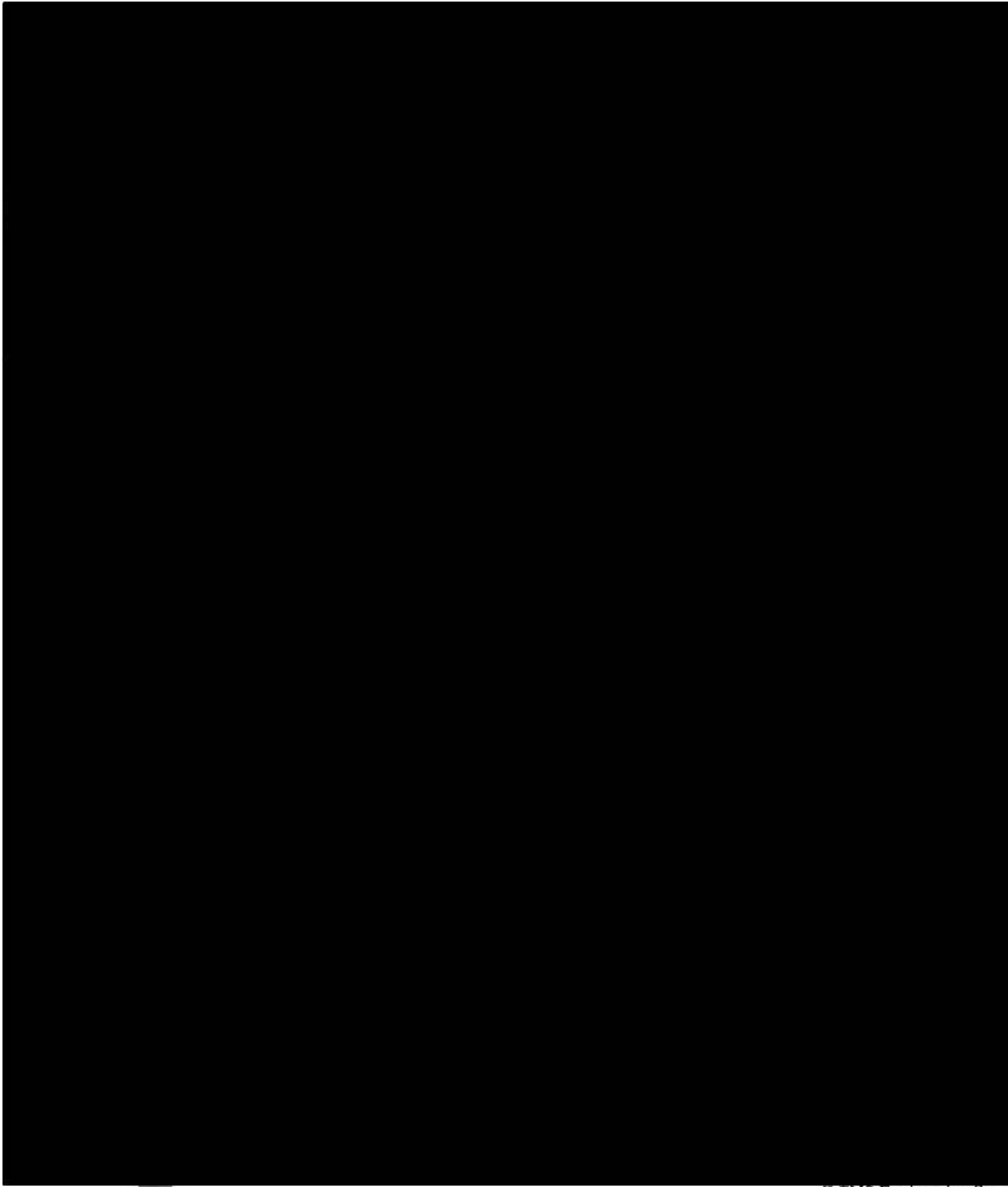


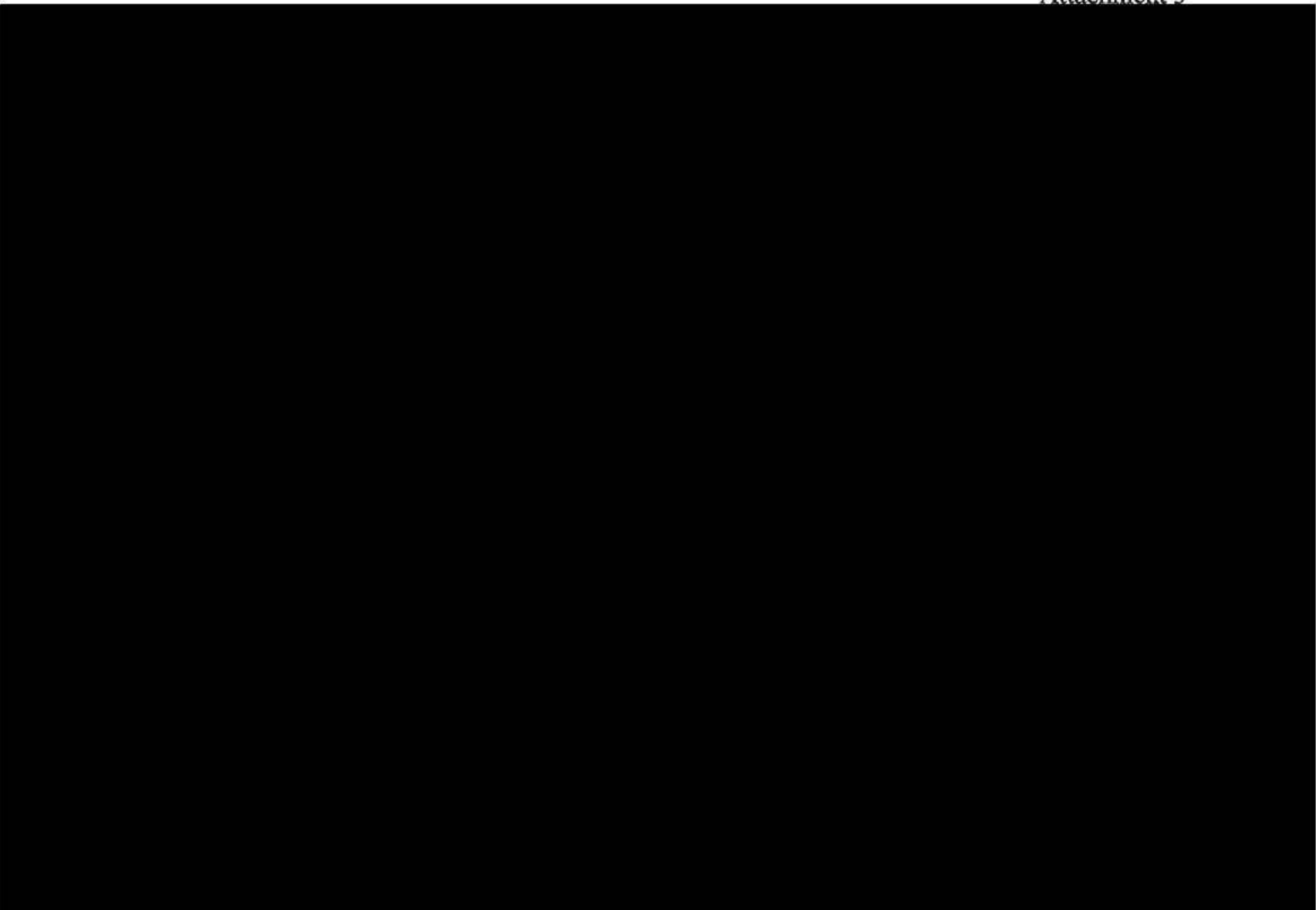


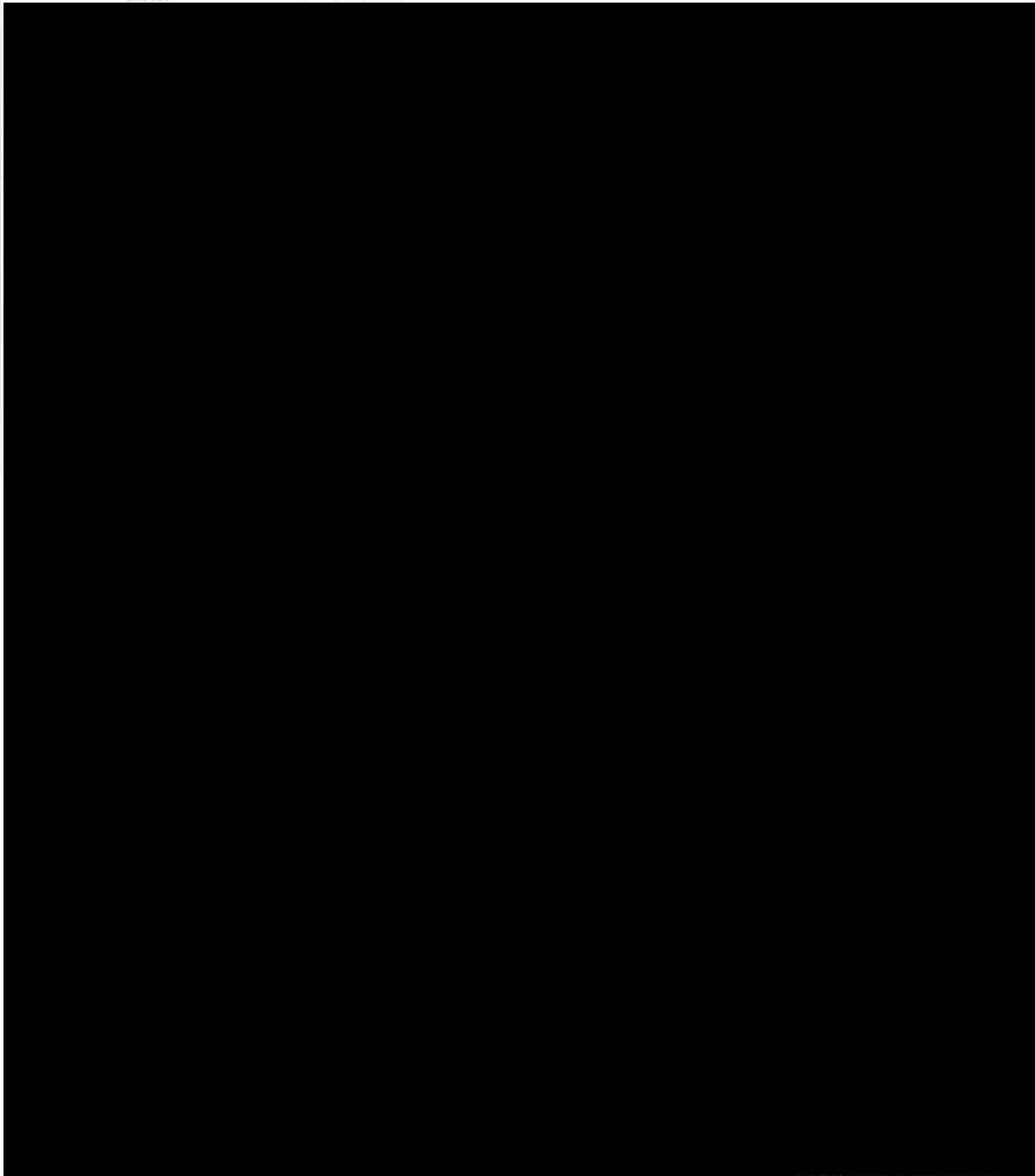


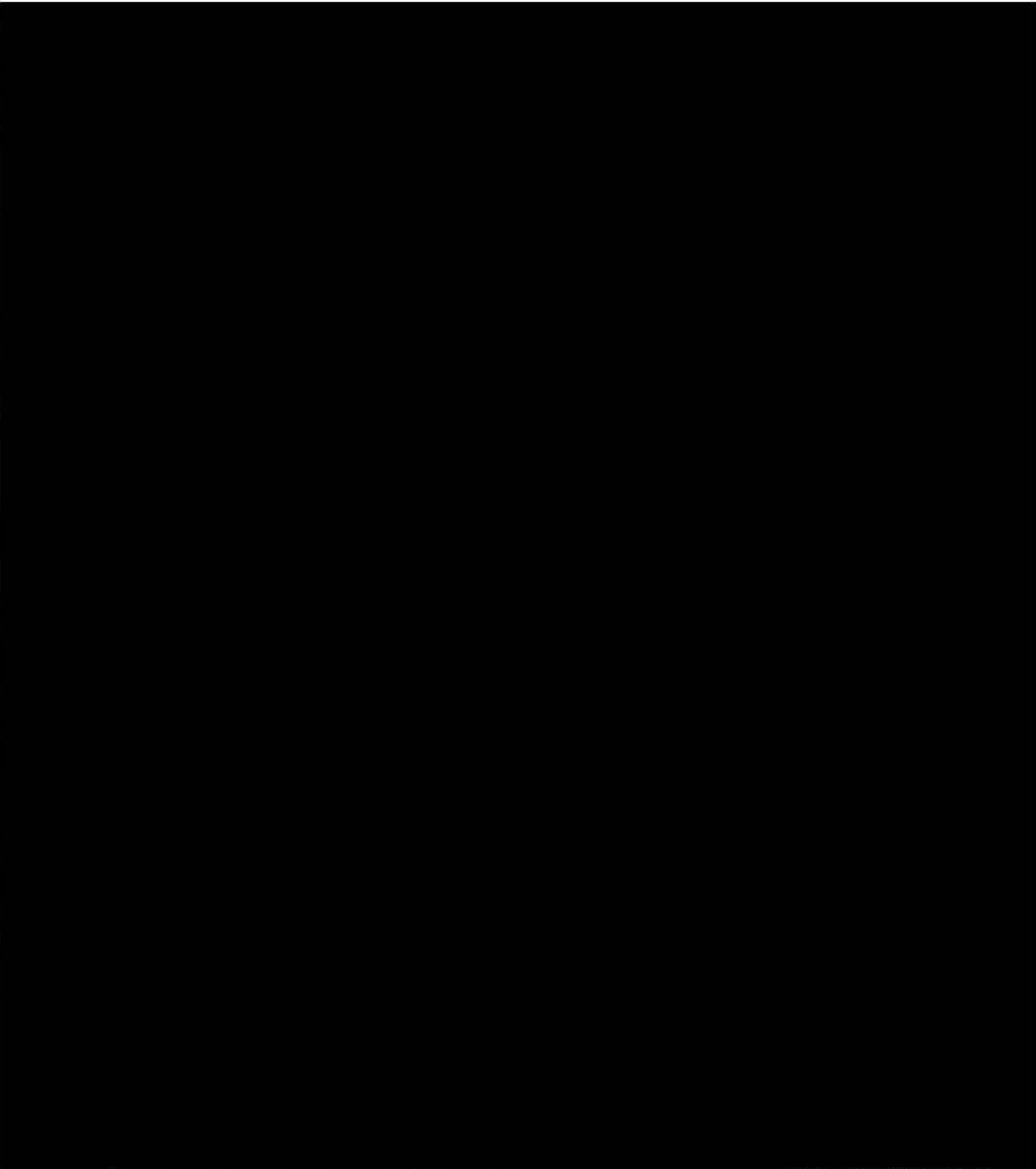
JLENS Program Security Manager
Cruise Missile Defense System
Project Office












Appendix B

US Army Aviation and Missile Command Intelligence Division (AMSAM-IS-ID) G2 (Intelligence and Security) Redstone Arsenal, AL 35898 Fax: (256) 842-8705 (DSN 788)	
TO Intelligence Officer (Name)	

CONTRACT INTELLIGENCE AUTHORIZATION

Prime Contract Number	Subcontract Number
Revision Number	Revision Number
DD Form 254 Date (YYYYMMDD)	DD Form 254 Date (YYYYMMDD)
Contractor Name, Address, Zip Code (Actual Performance Location)	Contractor Name, Address, Zip Code (Actual Performance Location)
Contract Officer (KO)	
Contract Officer (Name/Organization/E-mail/Phone)	
The acquisition official identified below will monitor and endorse contractor requirements for specific intelligence information as necessary for contract execution.	
Contract Monitor Name/Organization/E-mail/Phone	
KO Signature and Date	
Senior Intelligence Officer (SIO)	
The disclosure of specific intelligence information under this contract does not create an unfair competitive advantage for the contractor or a conflict of interest with the contractor's obligation to protect the information.	
SIO Delegate (Chief, Intelligence Division) Signature and Date	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 11
2. Amendment/Modification No. P00004	3. Effective Date 10 Aug 2010	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0004 10	
6. Issued By US ARMY CONTRACTING COMMAND ████████████████████ AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280 ████████████████████		Code W31P4Q	7. Administered By (If other than Item 6) DCMA RAYTHEON TENKSURRY 50 APPLE HILL DRIVE M/S T2FR2 TENKSURRY MA 01876-1198 Code 52205A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY AMDS 350 LOWELL ST ANDOVER, MA 01810-4400 TYPE BUSINESS: Large Business Performing in U.S.		SCD A PAS NONE ADP PT HQ0337		
Code 05716	Facility Code	9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W31P4Q-10-C-0003 10B. Dated (See Item 13) 2003MAR17		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
ACRN: AB NET INCREASE: \$2,417,359.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

- A. This Change Order Is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103 (a) (3)
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

print)

15C. Date Signed

06 AUG 2010

16C. Date Signed

10 Aug 2010

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 11
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00004	
Name of Offeror or Contractor: RAYTHEON COMPANY			

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification (P00003) To contract W31P4Q-10-C-0003 is as follows:

a. Pursuant to section H-7 to contract entitled "Options" the US Government hereby exercises [REDACTED] engineering services hours which are a portion of engineering services from CLINS 0002 & 0003, and exercise [REDACTED] total Material Dollars.

A-2 As a result of this modification SLINS 0002AC, 0002AD, 0003AA and 0003AB are established in the total amount of [REDACTED] and are reflected as follows:

CLIN	ESM	PRON	HOURS	DOLLAR
0002AC	EN10-02A	F10AF1W011	[REDACTED]	[REDACTED]
0002AD	EN10-02A	F10AF1W011	MATERIAL/ODC	[REDACTED]
0003AA	EN10-02A	F10AF1W011	[REDACTED]	[REDACTED]
0003AB	EN10-02A	F10AF1W011	MATERIAL/ODC	[REDACTED]

For accomplishment of these tasks newly established SLINS: SLIN 0002AC for [REDACTED] hours in the amount of [REDACTED] with a period of performance from date of modification to 30 September 2011, SLIN 0002AD for Material/ODC dollars in the total amount of [REDACTED] with a period of performance from date of modification to 30 September 2011, SLIN 0003AA for [REDACTED] hours in the amount of [REDACTED] with a period of performance from date of modification to 30 September 2011, SLIN 0003AB for Material/ODC dollars in the total amount of [REDACTED] with a period of performance from date of modification to 30 September 2011.

A-3 As a result of this modification CLIN 0002 is revised to show the number of Hours and Material/ODC exercised under the range option. CLIN 0002 is reduced by [REDACTED] in Material/ODC FROM [REDACTED] CLIN 0002 is reduced by 1,412 Engineering Hours from [REDACTED] CLIN 0003 is revised to show the number of Hours and Material/ODC exercised under the range option. CLIN 0003 is reduced by [REDACTED] in Material/ODC FROM [REDACTED] To \$0. CLIN 0003 is reduced by [REDACTED] Engineering Hours from [REDACTED]

A-4 The breakout of hours and associated costs for CLINS 0001, 0002, 0003, 0004, 0005, and 0006 and SLINS 0002AC, 0002AD, 0003AA and 0003AB are reflected in section B of this Modification (P00004).

A-5 Attached to this modification (P00004) is an updated Form DD 254 Contract Security Classification Specification. This revised attachment 00001 hereby supersedes the Form DD 254 on P00002 and the Basic Contract Award.

A-6 As a result of this modification, the total amount of the contract is increase by \$2,417,359 from \$393,769 to \$2,811,128.

A-7 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE R0004 ***

CONTINUATION SHEET	Reference No. of Document Being Continued FIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00004	Page 3 of 11
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																			
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																																																							
0001	<p><u>FY 10 BASIC JLENS ENGINEERING SERVICES</u></p> <p>NOUN: BASIC FY10 ENG SVC RANGE OPT SECURITY CLASS: Unclassified</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 25%;"><u>FY10 Basic</u></td> <td style="width: 25%;"><u>Labor</u></td> <td style="width: 25%;"><u>Material</u></td> <td style="width: 25%;"><u>Total</u></td> </tr> <tr> <td>PCL COST</td> <td colspan="3" style="background-color: black;"></td> </tr> <tr> <td>G&A</td> <td colspan="3" style="background-color: black;"></td> </tr> <tr> <td>TCL COST (W/O COM)</td> <td colspan="3" style="background-color: black;"></td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="3" style="background-color: black;"></td> </tr> <tr> <td>FEE</td> <td colspan="3" style="background-color: black;"></td> </tr> <tr> <td>CPFF</td> <td colspan="3" style="background-color: black;"></td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center;"><u>Hours</u></td> <td style="width: 20%; text-align: center;"><u>Hours</u></td> </tr> <tr> <td><u>Description</u></td> <td style="text-align: center;"><u>Hours</u></td> <td style="text-align: center;"><u>Exercised Remaining</u></td> </tr> <tr> <td>PH/CM</td> <td colspan="2" style="background-color: black;"></td> </tr> <tr> <td>ENGINEERING</td> <td colspan="2" style="background-color: black;"></td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> <td colspan="2" style="background-color: black;"></td> </tr> <tr> <td>LOGISTICS</td> <td colspan="2" style="background-color: black;"></td> </tr> <tr> <td>TOTAL</td> <td colspan="2" style="background-color: black;"></td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center;"><u>Material</u></td> <td style="width: 20%; text-align: center;"><u>Material</u></td> </tr> <tr> <td><u>Description</u></td> <td style="text-align: center;"><u>Material</u></td> <td style="text-align: center;"><u>Exercised Remaining</u></td> </tr> <tr> <td>ESTIMATED COST</td> <td colspan="2" style="background-color: black;"></td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="2" style="background-color: black;"></td> </tr> <tr> <td>FIXED FEE</td> <td colspan="2" style="background-color: black;"></td> </tr> <tr> <td>CPFF</td> <td colspan="2" style="background-color: black;"></td> </tr> </table> <p>COMPOSITE HOURLY RATE IS FOR [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>	<u>FY10 Basic</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>	PCL COST				G&A				TCL COST (W/O COM)				COST OF MONEY				FEE				CPFF					<u>Hours</u>	<u>Hours</u>	<u>Description</u>	<u>Hours</u>	<u>Exercised Remaining</u>	PH/CM			ENGINEERING			PRODUCT ASSUR/TEST			LOGISTICS			TOTAL				<u>Material</u>	<u>Material</u>	<u>Description</u>	<u>Material</u>	<u>Exercised Remaining</u>	ESTIMATED COST			COST OF MONEY			FIXED FEE			CPFF						
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Name of Offeror or Contractor: RAYTHEON COMPANY

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	The contractor, as an independent contractor and not as an agent of the Government, shall furnish Engineering Labor in support of the JLENS Engineering Services Contract.																							
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00004	Page 5 of 11
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																					
0002AD	<p><u>FY10 OPTION ESM EN10-02"A" MATERIAL/ODC</u></p> <p>NOUN: JLENS Sim Spt for JI PRON: F10AF1W011 PRON AMD: 02 ACRN: AB CUSTOMER ORDER NO: F1AF1W0118G001</p> <p>Estimated Cost [REDACTED] COM [REDACTED] Fixed Fee [REDACTED]</p> <p>Total [REDACTED]</p> <table border="0"> <tr> <td style="text-align: left;"><u>ESM</u></td> <td style="text-align: left;"><u>Description</u></td> <td style="text-align: left;"><u>Hours</u></td> </tr> <tr> <td>EN10-02</td> <td>Engineering Material/ODC</td> <td>N/A</td> </tr> </table> <p>COMPOSITE HOURLY RATE [REDACTED]</p> <p>The contractor, as an independent contractor and not as an agent of the Government, shall furnish Material and Travel in support of the JLENS Engineering Services Contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td style="text-align: left;"><u>DLVR SCH</u></td> <td style="text-align: left;"><u>PERF COMPL</u></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>30-SEP-2011</td> </tr> </table> <p style="text-align: right;">\$ [REDACTED]</p>	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	EN10-02	Engineering Material/ODC	N/A	<u>DLVR SCH</u>	<u>PERF COMPL</u>	<u>REL CD</u>	<u>DATE</u>	001	30-SEP-2011				\$ [REDACTED]																									
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0003	<p><u>FY 11 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table border="0"> <tr> <td style="text-align: left;"><u>FY11</u></td> <td style="text-align: left;"><u>Labor</u></td> <td style="text-align: left;"><u>Material</u></td> <td style="text-align: left;"><u>Total</u></td> </tr> <tr> <td>PCL COST</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>G&A</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>TCL COST (W/O COM)</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>COST OF MONEY</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>FEE</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>CPFF</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> </table> <table border="0"> <tr> <td style="text-align: left;"><u>Description</u></td> <td style="text-align: left;"><u>Hours</u></td> <td style="text-align: left;"><u>Hours</u></td> </tr> <tr> <td>PM/CM</td> <td><u>Exercised</u></td> <td><u>Remaining</u></td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> </table>	<u>FY11</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>	PCL COST	[REDACTED]	[REDACTED]	[REDACTED]	G&A	[REDACTED]	[REDACTED]	[REDACTED]	TCL COST (W/O COM)	[REDACTED]	[REDACTED]	[REDACTED]	COST OF MONEY	[REDACTED]	[REDACTED]	[REDACTED]	FEE	[REDACTED]	[REDACTED]	[REDACTED]	CPFF	[REDACTED]	[REDACTED]	[REDACTED]	<u>Description</u>	<u>Hours</u>	<u>Hours</u>	PM/CM	<u>Exercised</u>	<u>Remaining</u>	[REDACTED]	[REDACTED]	[REDACTED]				
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0003AA	<p><u>PY11 OPTION ESM EN10-02*A* LABOR</u></p> <p>NOUN: JLENS Sim Spt for JI PRON: F10AP1W011 PRON AMD: 02 ACRN: AB CUSTOMER ORDER NO: F1AF1W0118G001</p> <p>Estimated Cost COM Fixed Fee Total</p> <p>ESM <u>Description</u> <u>Hours</u> EN10-02*A* Engineering Labor</p> <p>Composite Hourly Rate</p> <p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in support of the JLENS Engineering Services Contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination, ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 40%;">PERF COMPL</td> <td style="width: 30%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td></td> <td>30-SEP-2011</td> </tr> </table> <p style="text-align: right;">\$</p>	DLVR SCH	PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001		30-SEP-2011	[REDACTED]	HR	\$ [REDACTED]
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	COMPOSITE HOURLY RATE IS FOR																																														
	(End of narrative B001)																																														

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SHN W31P4Q-10-C-0003 MOD/AMD P00004	Page 10 of 11
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0002AC	F10AF1W011 F1AF1W0118G001	AB	1	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
0002AD	F10AF1W011 F1AF1W0118G001	AB	1	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
0003AA	F10AF1W011 F1AF1W0118G001	AB	1	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
0003AB	F10AF1W011 F1AF1W0118G001	AB	1	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE	\$ 2,417,359.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Air Force	AB	97 004001202180JT016060516000085590265126J667100		\$ 2,417,359.00
NET CHANGE				\$ 2,417,359.00

NET CHANGE FOR AWARD:	\$	PRIOR AMOUNT OF AWARD	\$	INCREASE/DECREASE AMOUNT	\$	CUMULATIVE OBLIG AMT	\$
		393,769.00		2,417,359.00		2,811,128.00	

LINE ITEM	ACRN	EDI ACCOUNTING CLASSIFICATION	F67100	180JT016060516000085590265126J667100	F1AF1W0118G001
0002AC	AB	97 101104001202	F67100	180JT016060516000085590265126J667100	F1AF1W0118G001
0002AD	AB	97 101104001202	F67100	180JT016060516000085590265126J667100	F1AF1W0118G001
0003AA	AB	97 101104001202	F67100	180JT016060516000085590265126J667100	F1AF1W0118G001
0003AB	AB	97 101104001202	F67100	180JT016060516000085590265126J667100	F1AF1W0118G001

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 11 of 11
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00004	
Name of Offeror or Contractor: RAYTHEON COMPANY			

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	CONTRACT SECURITY CLASSIFICATION SPECIFICATION	17-MAR-2010	016	ELECTRONIC IMAGE
Attachment 0006	ENGINEERING SERVICES MEMORANDUM (ESM) EN10-02"A"	04-AUG-2010	002	ELECTRONIC IMAGE

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION		1. CLEARANCE AND SAFEGUARDING	
(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)		[REDACTED]	
2. THIS SPECIFICATION IS FOR: (x and complete as applicable)		3. THIS SPECIFICATION IS: (x and complete as applicable)	
<input type="checkbox"/> a. PROPOSITION NUMBER W31P4Q-10-C-0003		<input checked="" type="checkbox"/> a. ORIGINAL (Complete date in all cases) DATE (YYMMDD) 2/15/10	
<input type="checkbox"/> b. SOURCE CONTRACT NUMBER		<input type="checkbox"/> b. REVISED (Supersedes all previous specs) Revision No. DATE (YYMMDD)	
<input type="checkbox"/> c. SOLUTION OR OTHER NUMBER PAN JL-0050-08		<input type="checkbox"/> c. FINAL (Complete item 5 in all cases) DATE (YYMMDD)	
4. THIS IS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: in response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.			
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)			
a. NAME, ADDRESS, AND ZIP CODE Raytheon Company Integrated Defense Systems 350 Lowell Street Andover, MA 01810		b. CAGE CODE 05716	
		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service Wilmington Field Office (S11WL) 187 Ballardvale Street, Suite B-205 Wilmington, MA 01887-1062	
7. SUBCONTRACTOR			
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	
		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE			
a. DESCRIPTION		b. CAGE CODE	
Same as above Block 6a and secondary Test Sites as directed by the JLENS Product Office			
		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT			
The scope of this contract is to perform engineering services to be performed by the contractor, the conduct of non-repetitive investigation, inspection, analysis, and corrective active, and test or evaluation effort for the software and hardware, their components and configuration variants; and support of the JLENS system and its associated role in integrated Air Defense.			
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION b. RESTRICTED DATA c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION d. FORMER RESTRICTED DATA e. INTELLIGENCE INFORMATION (1) Sensitive Compartmented Information (SCI) (2) Non-SCI f. SPECIAL ACCESS INFORMATION g. NATO INFORMATION h. FOREIGN GOVERNMENT INFORMATION i. LIMITED DISSEMINATION INFORMATION j. FOR OFFICIAL USE ONLY INFORMATION		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY b. RECEIVE CLASSIFIED DOCUMENTS ONLY c. RECEIVE AND GENERATE CLASSIFIED MATERIAL d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE e. PERFORM SERVICES ONLY f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER h. REQUIRE A COMSEC ACCOUNT i. HAVE TEMPEST REQUIREMENTS j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE l. OTHER (Specify) AIS Classified computer processing.	

DD FORM 254 Front

JLENS Engineering Services
 CONTRACT W31P4Q-10-C-0003
 Mod P00004
 ATTACHMENT 0001
 Page 1 Of 16
 Date: 17 MARCH 2010

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the NISPOM or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct Through Specific.

Commander, US Army Aviation and Missile Command, ATTN: AMSAM-PA, Redstone Arsenal AL 35898-5000. Public release of classified information is not authorized and prohibited for public release.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review. In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor requires a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final information involved shall be handled and protected at the highest level of classification assigned or recommended. (If it is appropriate for the classified effort. Attach or forward and/or specific correspondence, any documents or materials referenced herein. Add additional pages as needed to provide complete guidance.)

Technical POC is [redacted] telephone [redacted]

See continuation pages for additional security guidance.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in this contract document itself, or provide any appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.) Yes No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements covered and the activity responsible for inspections. Use item 13 if additional space is needed.) Yes No

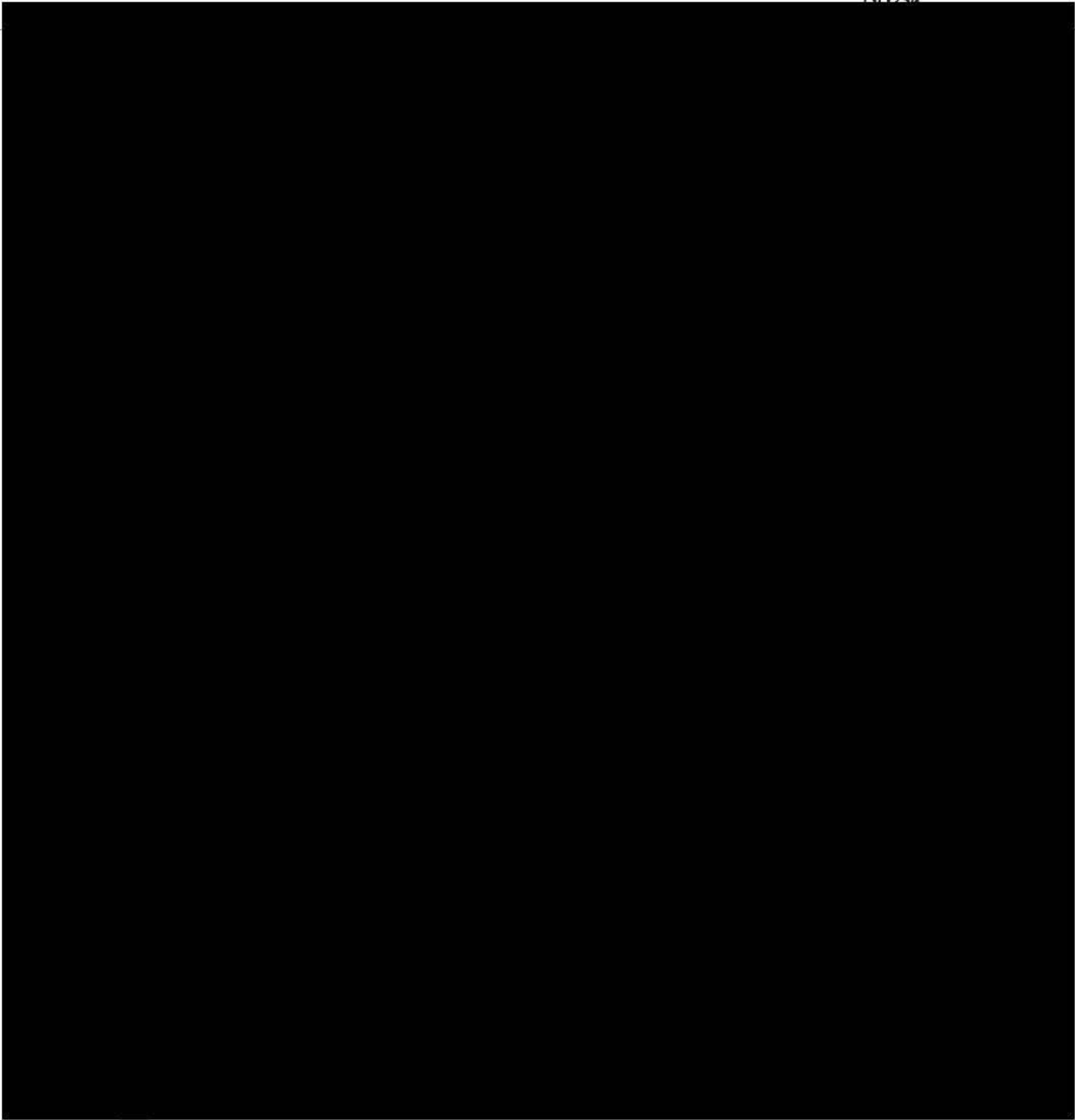
See [redacted] Supplement Attachment 2 for additional guidance

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

<p>a. NAME AND SECURITY OFFICIAL</p> <p>[redacted]</p>	<p>b. TITLE</p> <p>JLENS Program Security Manager</p>	<p>c. TELEPHONE (include Area Code)</p> <p>[redacted]</p>
<p>d. ADDRESS (include Zip Code)</p> <p>Cruise Missile Defense Systems Project Office/JLENS</p> <p>SFAE-45, S-GMDS-JLN-SC</p> <p>Step 530W</p> <p>Redstone Arsenal, AL 35898-5000</p>	<p>17. REQUIRED DISTRIBUTION</p> <p><input checked="" type="checkbox"/> a. CONTRACTOR</p> <p><input type="checkbox"/> b. SUBCONTRACTOR</p> <p><input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR</p> <p><input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION</p> <p><input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING</p> <p><input checked="" type="checkbox"/> f. OTHERS AS NECESSARY (TMO)</p>	

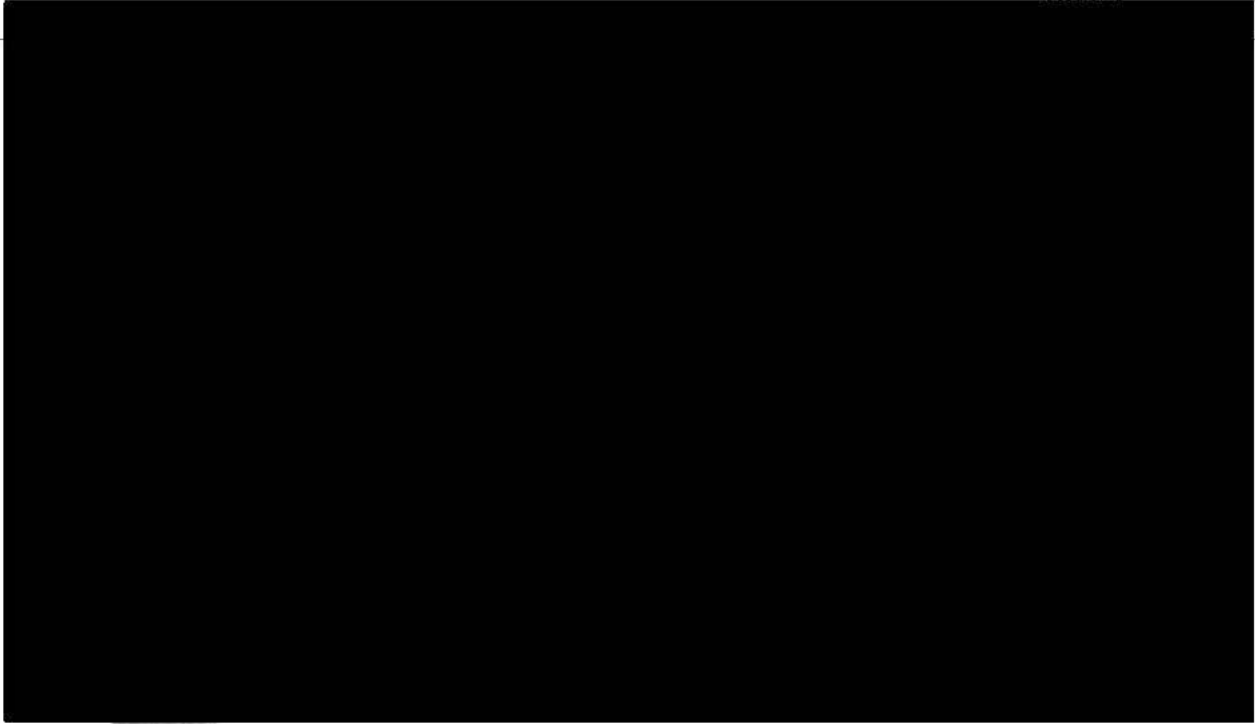
JLENS Engineering Services
 CONTRACT W31P4Q-10-C-0003
 Mod P00004
 ATTACHMENT 0001
 Page 2 Of 16
 Date: 17 MARCH 2010

Contract #W31P4Q-10-C-0003
DD254



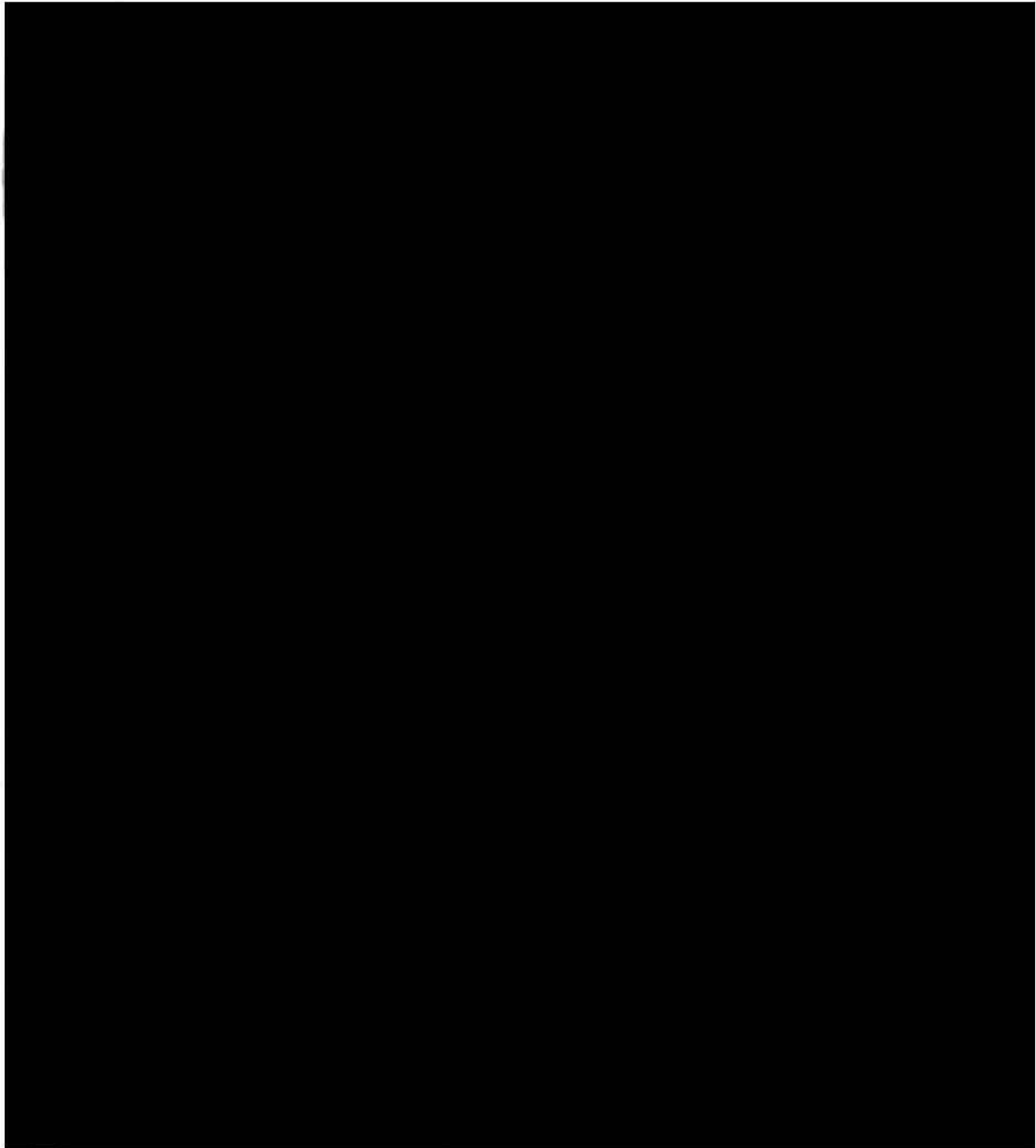
JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
Mod P00004
ATTACHMENT 0001
Page 3 Of 16
Date: 17 MARCH 2010

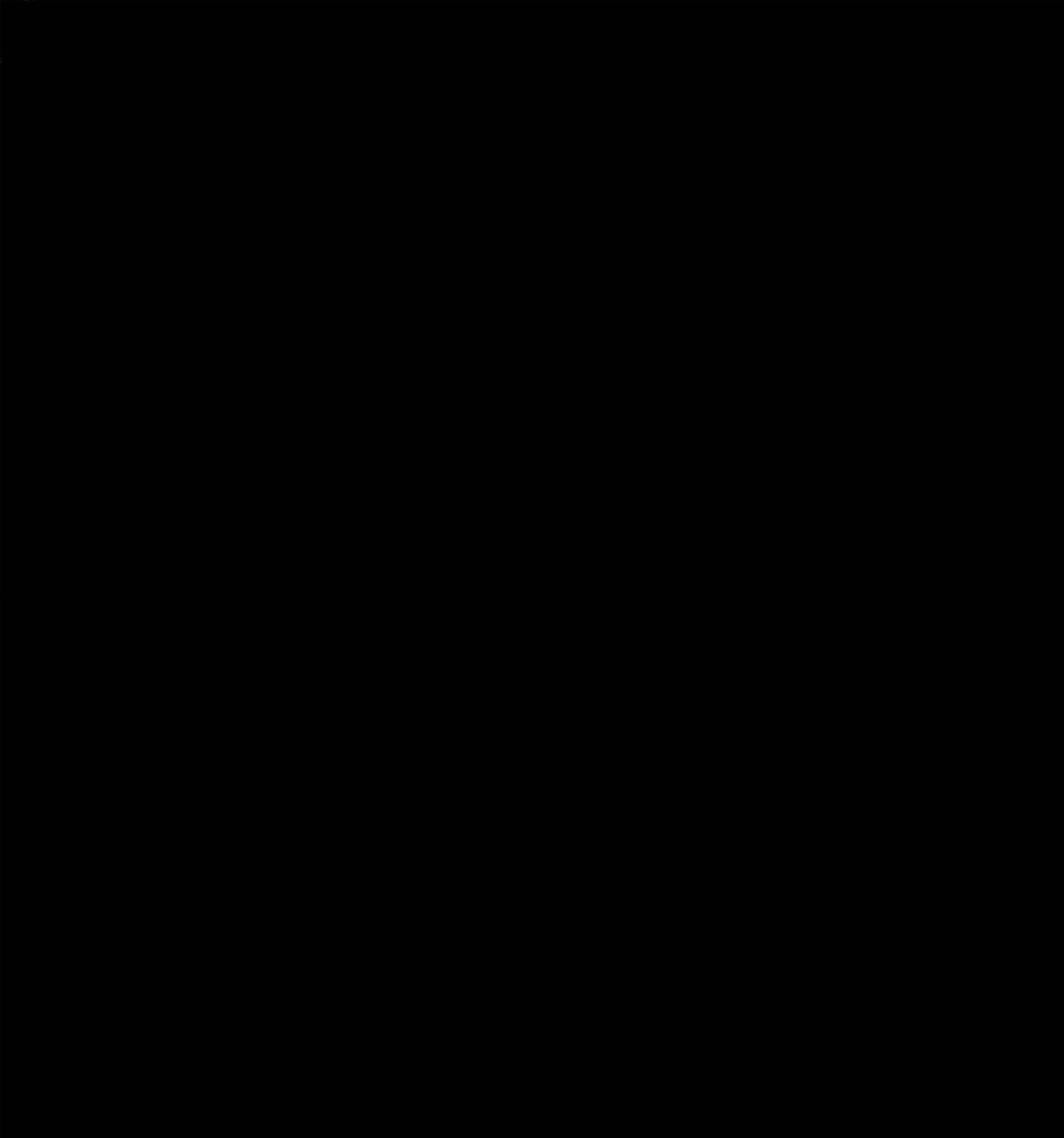
Contract #W31P4Q-10-C-0003

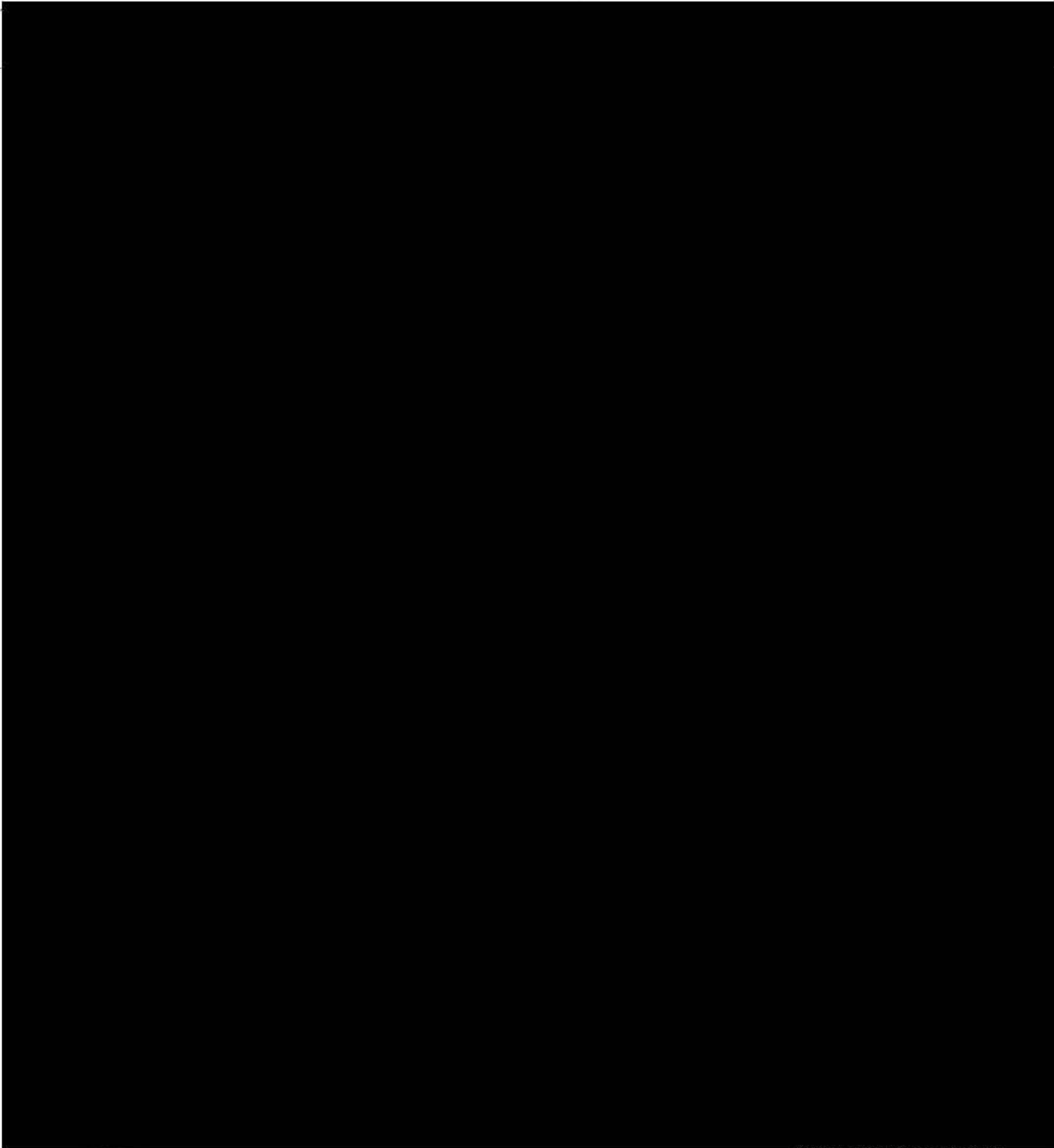


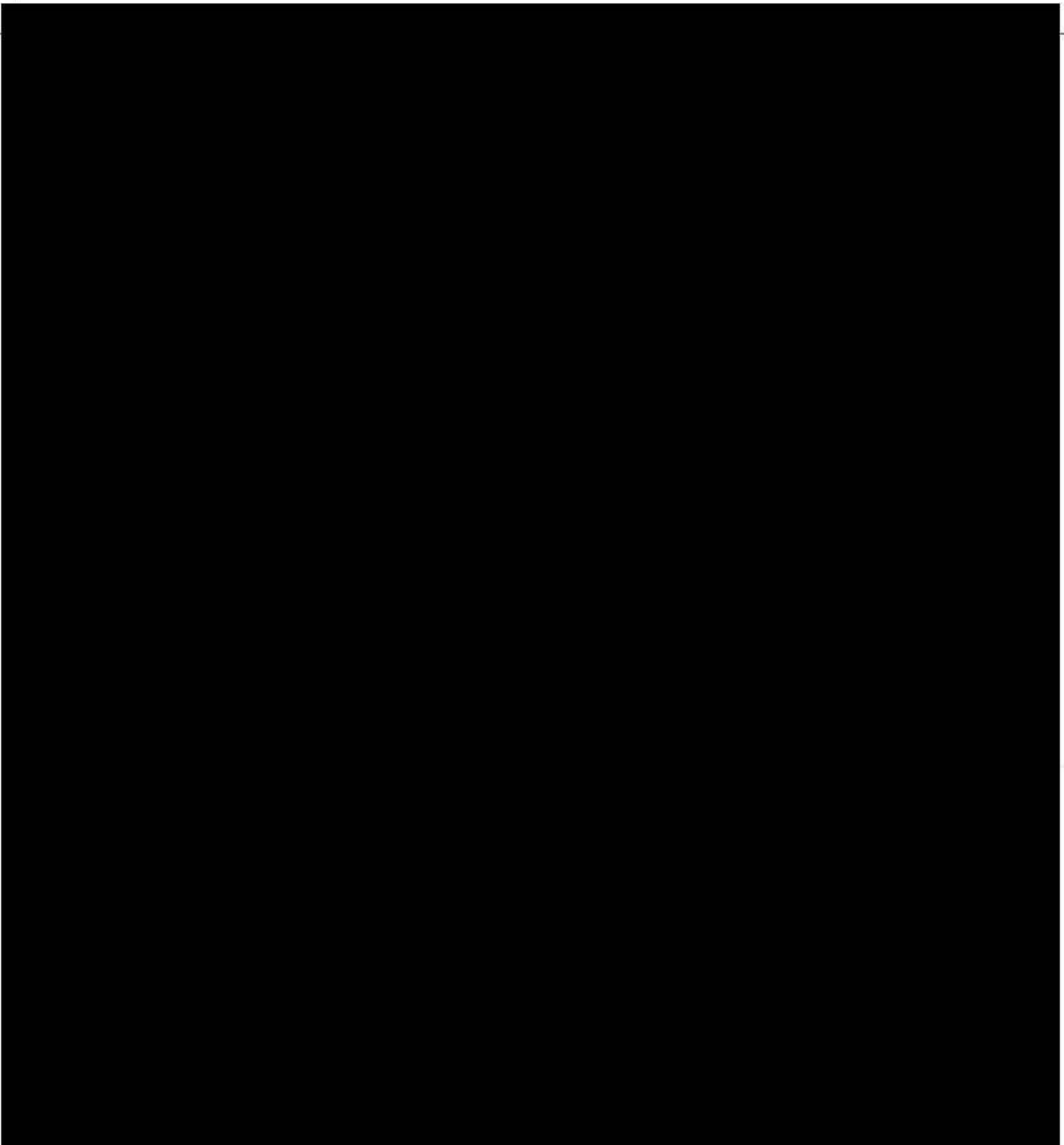
JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
Mod P00004
ATTACHMENT 0001
Page 4 Of 16
Date: 17 MARCH 2010

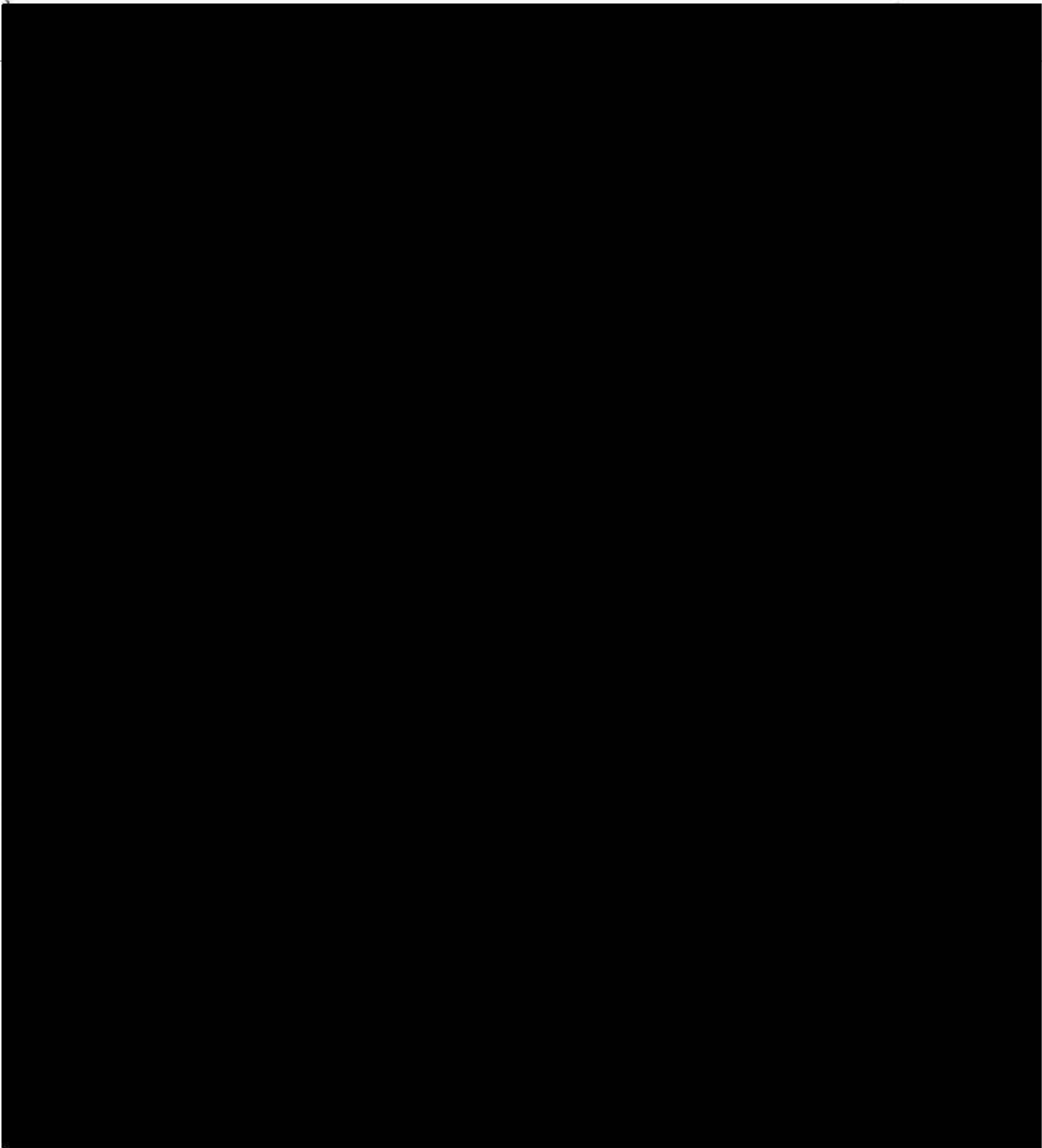
ATTACHMENT I



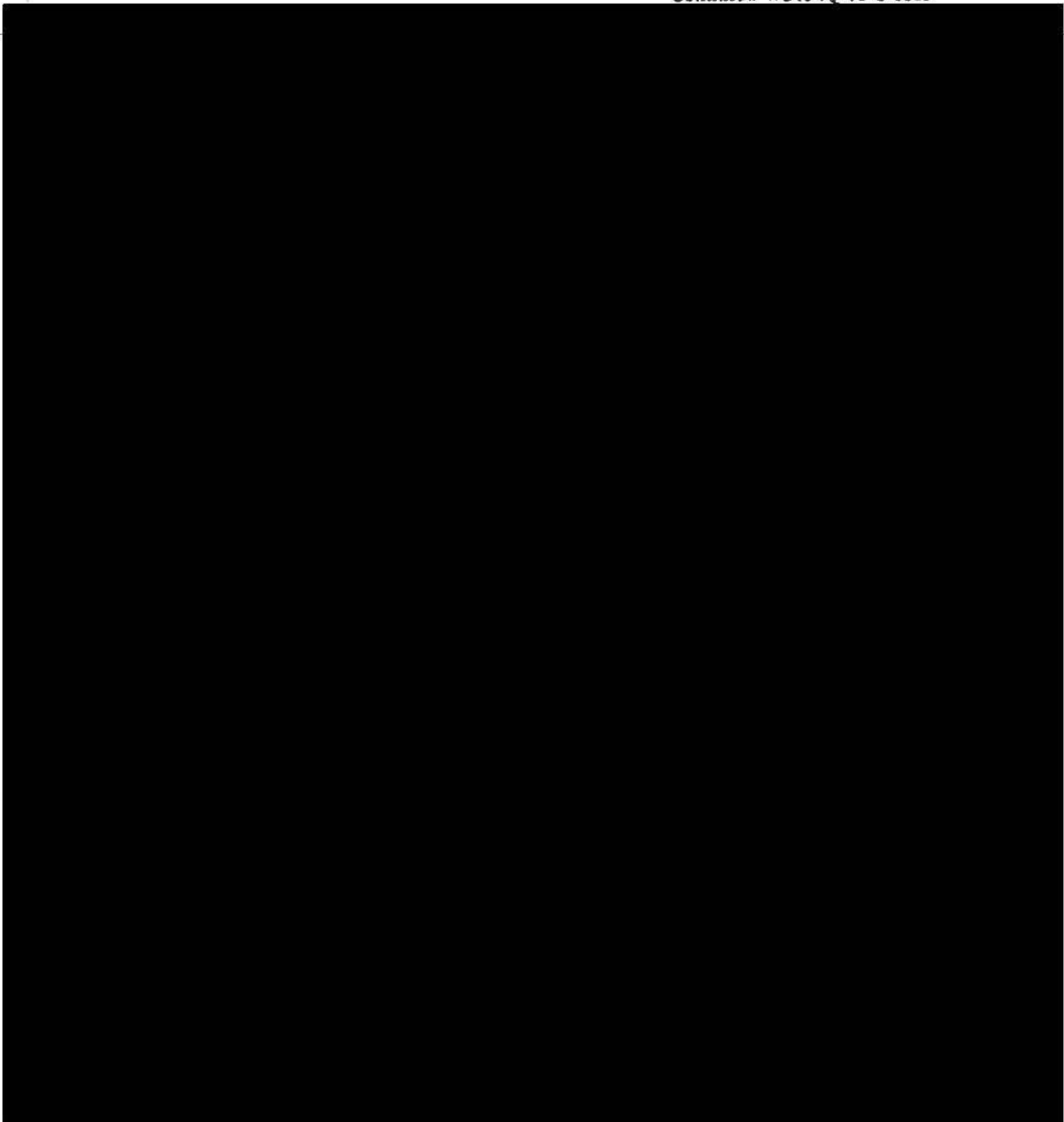






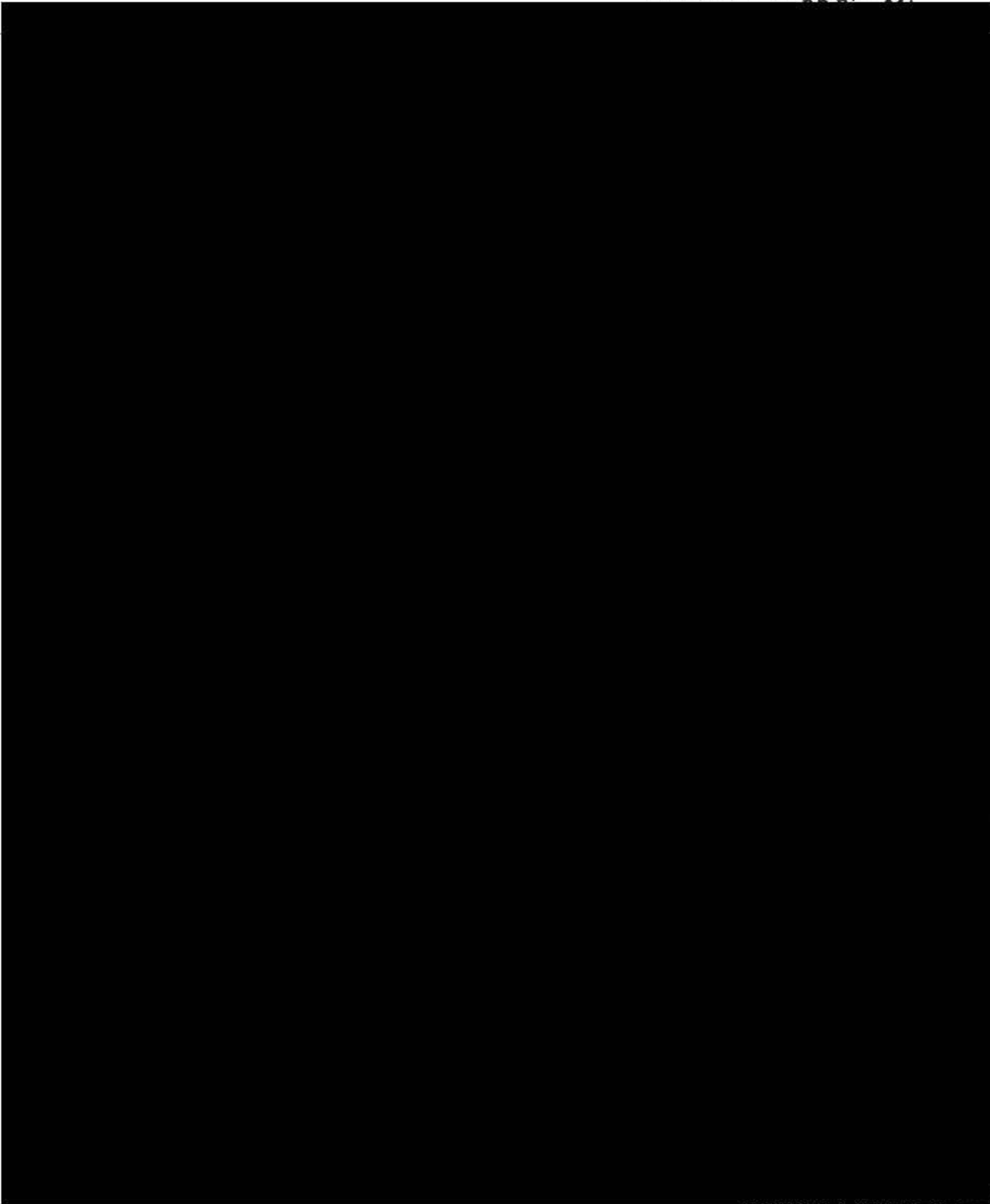


Contract # W31P4Q-10-C-0003



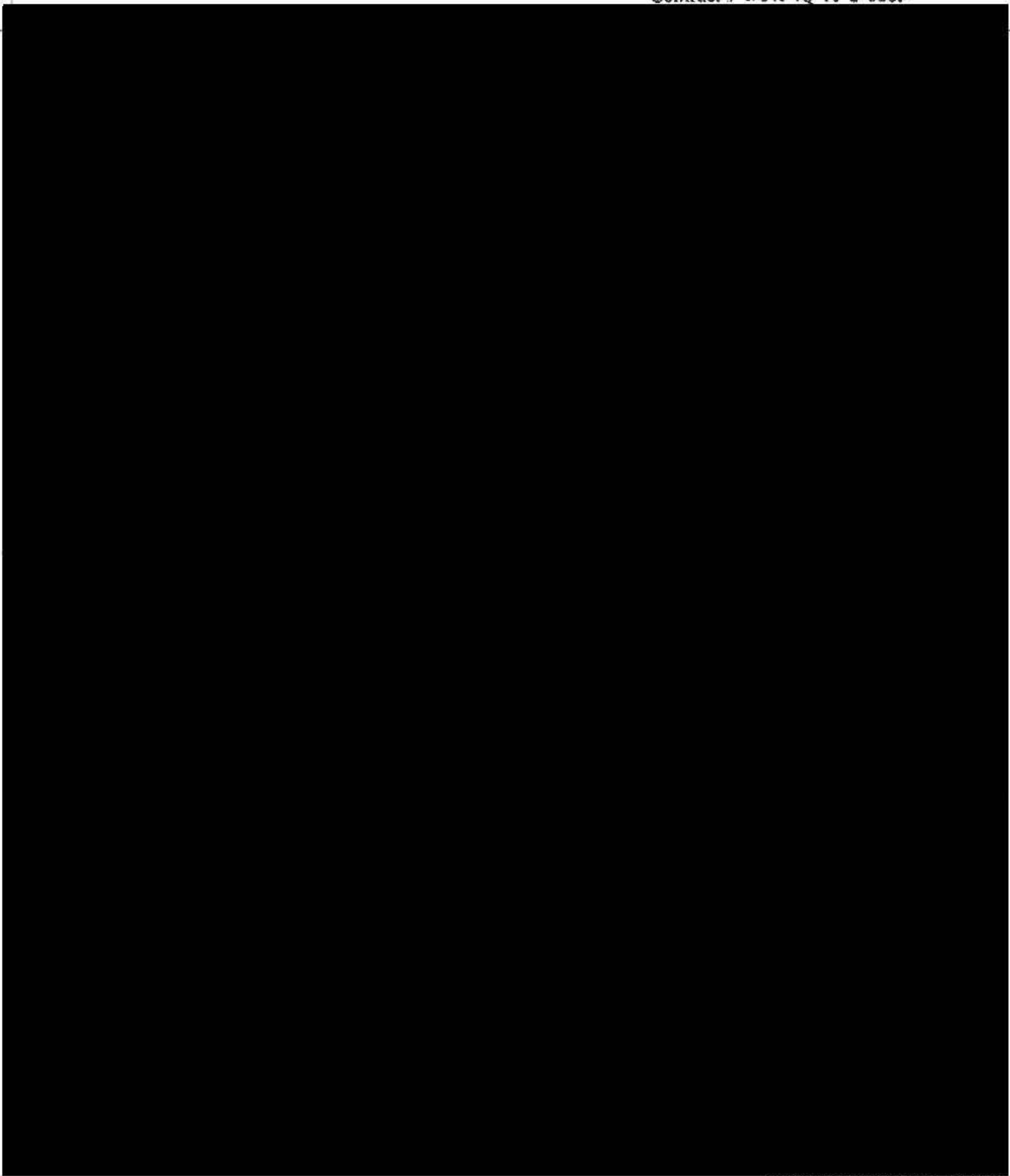
JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
Mod P00004
ATTACHMENT 0001
Page 11 Of 16
Date: 17 MARCH 2010

Contract # W31P4Q-10-C-0003



CONTRACT W31P4Q-10-C-0003
Mod P00004
ATTACHMENT 0001
Page 12 Of 16
Date: 17 MARCH 2010

Contract # W31P4Q-10-C-0003



CONTRACT W31P4Q-10-C-0003

Mod P00004

ATTACHMENT 0001

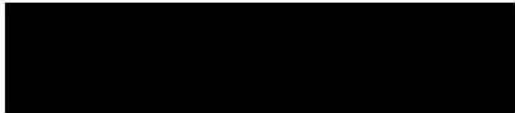
Page 13 Of 16

Date: 17 MARCH 2010

Contract # W31P4Q-10-C-0003



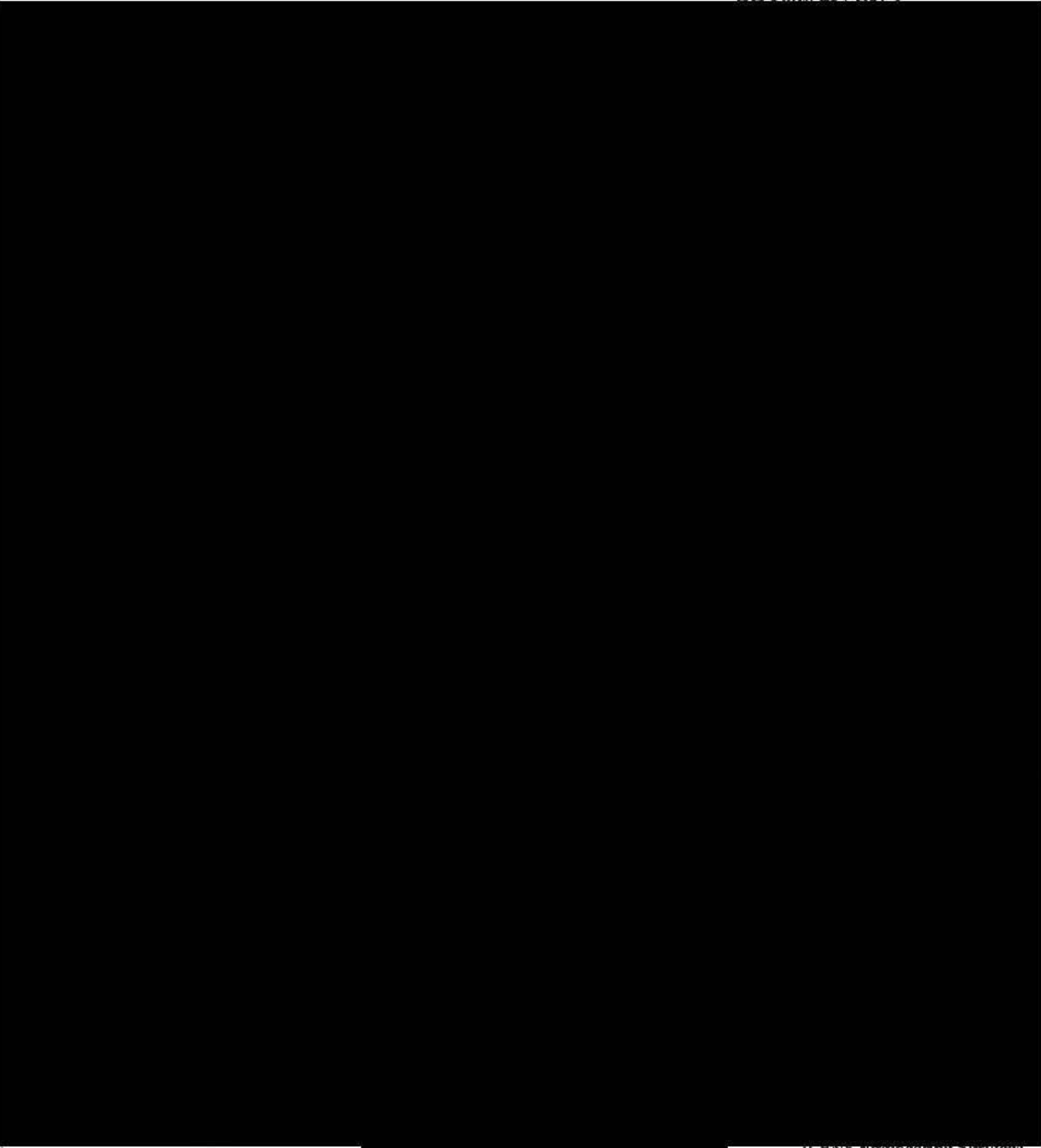
JLENS Program Security Manager
Cruise Missile Defense System
Project Office



JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
Mod P00004
ATTACHMENT 0001
Page 14 Of 16
Date: 17 MARCH 2010

Redaction per (b)(7)(e)

Contract #W31P4Q-10-C-0003
DD Form 254 Rev 1



Contract #W31P4Q-10-C-0003
DD Form 254 Rev 1



RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM 34-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO EN10-02 "A" DATE 03/30/10			
PROJECT TITLE JLENS Engineering (FY10 Option)		CONTRACT NO. W31P4Q-10-C-0003			
ESTIMATED COMPLETION DATE OF ESM 09/30/11		COST ACCOUNT			
DESCRIPTION OF PROPOSED WORK <ul style="list-style-type: none"> ○ Performance of Research and Development support of the JLENS program. Specific work to be performed under this ESM includes, but is not limited to, the following: <ul style="list-style-type: none"> • Support to JLENS Engineering Development programs • Special Studies • Test Activities • Other development programs related to the JLENS System. ○ Performance of System Engineering to better assure that the total integrated system will comply with the performance requirements of the JLENS System specifications. ○ Performance of Product Engineering to resolve problems encountered during production, testing, and usage of the JLENS System. <p>All subtasks including studies, designs, analyses, data collection, tests, evaluation, investigations, configuration documentation and hardware fabrication performed under this base ESM shall be specified in sub-ESMs.</p>					
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE			
To be specified in Sub-ESMs as required					
RESULTING DOCUMENTATION, MATERIALS, SERVICES AND DELIVERY DATE To be specified in Sub-ESMs as required					
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***					
	ISSUE	CHANGE	CHANGE	CHANGE	CHANGE
DIRECT LABOR HOURS					
DIRECT LABOR & R. ADJST	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$
COMPUTER/SUBCOST/OP. LTR	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$
ESM MONTHS FROM: [REDACTED] TO: [REDACTED]			CMDS # [REDACTED]		
CONCURRENCE SIGNATURES:					
	RAYTHEON	DATE	CMDS PROJECT OFFICE	DATE	
ORIGINAL ISSUE	[REDACTED]		[REDACTED]		
REVISION "A"	[REDACTED]	8/3/10	[REDACTED]	5/3/10	
REVISION "B"	[REDACTED]		[REDACTED]		
REVISION "C"	[REDACTED]		[REDACTED]		
REVISION "D"	[REDACTED]		[REDACTED]		
REVISION "E"	[REDACTED]		[REDACTED]		
EXPLANATION OF REVISIONS: - Original Issue: Issued under SubESM EN10-02-01 (See S. BESM for details) - Revision "A": Change to extend completion date to 09/30/11 and incorporates SubESM EN10-02-02 (See SubESM for details)					

JLENS Engineering Services
 CONTRACT W31P4Q-10-C-0003
 Mod P00004
 ATTACHMENT 0006
 Page 1 Of 2
 Date: 17 MARCH 2010

ENGINEERING SERVICES MEMORANDUM

ESM NO

DESCRIPTION OF PROPOSED WORK (CONTRACT)

MILESTONE PLAN (RESPONSIBLE TASKS/DELIVERABLES)

ALLOCATION	START DATE	END DATE	MILESTONE	START DATE	END DATE

3/14/10

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code <small>Cost-Plus-Fixed-Fee</small>	Page 1 Of 6
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2. Amendment/Modification No. P00005	3. Effective Date 26 Aug 2010	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0005 10
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6. Issued By US ARMY CONTRACTING COMMAND [REDACTED] AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280 [REDACTED]	Code W31P4Q	7. Administered By (If other than Item 6) DCMA RAYTHEON WENSBURY 50 APPLE HILL DRIVE M/S T2FR2 WENSBURY MA 01876-1198	Code S2205A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400 TYPE BUSINESS: Large Business Performing in U.S. Code 05716 Facility Code	<input type="checkbox"/> 9A. Amendment Of Solicitation No. <input type="checkbox"/> 9B. Dated (See Item 11) <input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. W31P4Q-10-C-0003 <input type="checkbox"/> 10B. Dated (See Item 13) 2003MAR17
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
SEE SECTION G (IF APPLICABLE)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

A. This Change Order Is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103 (a) (3)

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print) [REDACTED]	16A. Name And Title Of Contracting Officer (Type or print) [REDACTED]	
15C. Date Signed 26 AUG 2010	16B. United States Of America By [REDACTED] (Signature of Contracting Officer)	16C. Date Signed 26 Aug 2010

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 8

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00005

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification(P00005) To contract W31P4Q-10-C-0003 is as follows:

A. To Re-align Material Funding as follows:

	<u>From</u>	<u>Change by</u>	<u>To</u>
CLIN 0003			
CLIN 0006			

B. Pursuant to section H-7 to contract entitled "Options" the US Government hereby exercises [REDACTED] engineering services hours which are a portion of engineering services from CLIN 0003 and exercise [REDACTED] total Material/ODC Dollars from CLIN 0003.

A-2 As a result of this modification SLINS 0003AC, 0003AD, 0003AE and 0003AF are established in the total amount of [REDACTED] and are reflected as follows:

<u>CLIN</u>	<u>ESM</u>	<u>PRON</u>	<u>HOURS</u>	<u>DOLLAR</u>
0003AC	EN10-01A	4M0J731300	[REDACTED]	[REDACTED]
0003AD	EN10-02B	F10AF1W014	[REDACTED]	[REDACTED]
0003AE	EN10-01A	4M0J731300	MATERIAL/ODC	[REDACTED]
0003AF	EN10-02B	F10AF1W014	MATERIAL/ODC	[REDACTED]

For accomplishment of these tasks newly established SLINS: SLIN 0003AC for [REDACTED] hours in the amount of [REDACTED] with a period of performance from date of modification to 30 September 2011, SLIN 0003AD for [REDACTED] hours in the amount of [REDACTED] with a period of performance from date of modification to 30 September 2011, SLIN 0003AE for Material/ODC dollars in the total amount of [REDACTED] with a period of performance from date of modification to 30 September 2011, and SLIN 0003AF for Material/ODC dollars in the total amount of [REDACTED] with a period of performance from date of modification to 30 September 2011.

A-3 As a result of this modification CLIN 0003 is revised to show the number of Hours and Material/ODC exercised under the range option. CLIN 0003 is reduced by [REDACTED] in Material/ODC FROM [REDACTED] CLIN 0003 is reduced by [REDACTED]

A-4 The breakout of hours and associated costs for CLINS 0003 and 0006 and SLINS 0003AC, 0003AD, 0003AE, and 0003AF are reflected in section B of this Modification (P00005).

A-5 As a result of this modification, the total amount of the contract is increase by \$412,927 from \$2,811,128 to \$3,224,055.

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0005 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00005	Page 3 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																																																								
0003	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY 11 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>FY11</u></td> <td style="width:15%;"><u>Labor</u></td> <td style="width:15%;"><u>Material</u></td> <td style="width:15%;"><u>Total</u></td> <td style="width:15%;"></td> <td style="width:15%;"></td> </tr> <tr> <td>PCL COST</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>G&A</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>TCL COST (W/O COM)</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>FEE</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>CPFF</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%; text-align: center;"><u>Hours</u></td> <td style="width:15%; text-align: center;"><u>Hours</u></td> <td style="width:15%;"></td> <td style="width:15%;"></td> </tr> <tr> <td><u>Description</u></td> <td style="text-align: center;"><u>Hours</u></td> <td style="text-align: center;"><u>Exercised</u></td> <td style="text-align: center;"><u>Remaining</u></td> <td></td> <td></td> </tr> <tr> <td>PM/CM</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>ENGINEERING</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>LOGISTICS</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>TOTAL</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%; text-align: center;"><u>Material</u></td> <td style="width:15%; text-align: center;"><u>Material</u></td> <td style="width:15%;"></td> <td style="width:15%;"></td> </tr> <tr> <td><u>Description</u></td> <td style="text-align: center;"><u>Material</u></td> <td style="text-align: center;"><u>Exercised</u></td> <td style="text-align: center;"><u>Remaining</u></td> <td></td> <td></td> </tr> <tr> <td>ESTIMATED COST</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>FIXED FEE</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>CPFF</td> <td colspan="4" style="background-color: black;"></td> <td></td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p style="text-align: center;">(End of narrative R001)</p>	<u>FY11</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>			PCL COST						G&A						TCL COST (W/O COM)						COST OF MONEY						FEE						CPFF								<u>Hours</u>	<u>Hours</u>			<u>Description</u>	<u>Hours</u>	<u>Exercised</u>	<u>Remaining</u>			PM/CM						ENGINEERING						PRODUCT ASSUR/TEST						LOGISTICS						TOTAL								<u>Material</u>	<u>Material</u>			<u>Description</u>	<u>Material</u>	<u>Exercised</u>	<u>Remaining</u>			ESTIMATED COST						COST OF MONEY						FIXED FEE						CPFF									
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00005	Page 4 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
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001	[REDACTED]	30-SEP-2011									
0003AD	<u>FY11 OPTION ESM EN10-02"B"</u> NOUN: JLENS SIM SPT FOR JI PRON: F10AF1W014 PRON AMD: 01 ACRN: AB CUSTOMER ORDER NO: F1AF1W0148G001 Estimated Cost [REDACTED] COM [REDACTED] Fixed Fee [REDACTED] Total [REDACTED]	[REDACTED]	HR		\$ [REDACTED]						
	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"><u>ESM</u></td> <td style="width:60%;"><u>Description</u></td> <td style="width:30%;"><u>Hours</u></td> </tr> <tr> <td>EN10-02"B"</td> <td>Engineering Labor</td> <td style="text-align: center;">[REDACTED]</td> </tr> </table> COMPOSITE HOURLY RATE IS [REDACTED]	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	EN10-02"B"	Engineering Labor	[REDACTED]				
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001	[REDACTED]	30-SEP-2011									

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00005	Page 5 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0003AE	<p><u>FY11 OPTION ESM EN10-01"A" MATERIAL/ODC</u></p> <p>NOUN: IV&V SPT & PROG/CONF PRON: 4MDJ731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551</p> <p>Estimated Cost [REDACTED] COM Fixed Fee [REDACTED]</p> <p>Total [REDACTED]</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"><u>ESM</u></td> <td style="width:60%;"><u>Description</u></td> <td style="width:10%;"><u>Hours</u></td> </tr> <tr> <td>EN10-01"A"</td> <td>[REDACTED]</td> <td>N/A</td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Material/ODC in support of the JLENS Engineering Services Contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"><u>DLVR SCH</u></td> <td style="width:40%;"></td> <td style="width:10%;"><u>PERF COMPL</u></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>30-SEP-2011</td> </tr> </table> <p style="text-align: center;">\$ [REDACTED]</p>	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	EN10-01"A"	[REDACTED]	N/A	<u>DLVR SCH</u>		<u>PERF COMPL</u>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	[REDACTED]	30-SEP-2011				\$ [REDACTED]
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0003AF	<p><u>FY11 OPTION ESM EN10-02"B" MATERIAL/ODC</u></p> <p>NOUN: JLENS SIM SPT FOR JI PRON: F10AF1W014 PRON AMD: 01 ACRN: AB CUSTOMER ORDER NO: F1AF1W0148G001</p> <p>Estimated Cost [REDACTED] COM Fixed Fee [REDACTED]</p> <p>Total [REDACTED]</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"><u>ESM</u></td> <td style="width:60%;"><u>Description</u></td> <td style="width:10%;"><u>Hours</u></td> </tr> <tr> <td>EN10-02"B"</td> <td>[REDACTED]</td> <td>N/A</td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p>	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	EN10-02"B"	[REDACTED]	N/A				\$ [REDACTED]									
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00005	Page 6 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0003AC	4M0J731300 172419E5551	AA	1 04MJLE	0.00 \$	[REDACTED]	[REDACTED]
0003AD	F10AF1W014 F1AF1W0148G001	AB	1	0.00 \$	[REDACTED]	[REDACTED]
0003AE	4M0J731300 172419E5551	AA	1 04MJLE	0.00 \$	[REDACTED]	[REDACTED]
0003AF	F10AF1W014 F1AF1W0148G001	AB	1	0.00 \$	[REDACTED]	[REDACTED]
NET CHANGE				\$	412,927.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 02040000005L5L68P1724192516 S01021	W31G3H	[REDACTED]
Air Force	AB	97 004001202180JTO16060516000085590265126J667100		[REDACTED]
NET CHANGE				\$ 412,927.00

NET CHANGE FOR AWARD:	\$	PRIOR AMOUNT OF AWARD	\$	INCREASE/DECREASE AMOUNT	\$	CUMULATIVE OBLIG AMT
		2,811,128.00		412,927.00		3,224,055.00

LINE ITEM	ACRN	EDI ACCOUNTING CLASSIFICATION
0003AC	AA	21 101120400000 W31G3H 05L5L68172419E555125164M0J731300 04MJLE S01021
0003AD	AB	97 101104001202 F67100 180JTO16060516000085590265126J667100 F1AF1W0148G001
0003AE	AA	21 101120400000 W31G3H 05L5L68172419E555125164M0J731300 04MJLE S01021
0003AF	AB	97 101104001202 F67100 180JTO16060516000085590265126J667100 F1AF1W0148G001

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00005	Page 8 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0007	ENGINEERING SERVICE MEMORANDUM (ESM) EN10-01"A" & EN10-02"B"	25-AUG-2010	004	EMAIL

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM SH-31-08-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN10-01 "A"	
		DATE 08/11/2010	
PROJECT TITLE JLENS Engineering (Basic Contract)		CONTRACT NO. W31P4Q-10-C-0003	
ESTIMATED COMPLETION DATE OF ESM 09/30/11		COST ACCOUNT	
DESCRIPTION OF PROPOSED WORK <ul style="list-style-type: none"> ○ Performance of Research and Development support of the JLENS program. Specific work to be performed under this ESM includes, but is not limited to, the following: <ul style="list-style-type: none"> • Support to JLENS Engineering Development programs • Special Studies • Test Activities • Other development programs related to the JLENS System. ○ Performance of System Engineering to better assure that the total integrated system will comply with the performance requirements of the JLENS System specifications. ○ Performance of Product Engineering to resolve problems encountered during production, testing, and usage of the JLENS System. <p>All subtasks including studies, designs, analyses, data collection, tests, evaluation, investigations, configuration documentation and hardware fabrication performed under this base ESM shall be specified in sub-ESMs.</p>			
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	
To be specified in Sub-ESMs as required			
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required			
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***			
	ORIGINAL ISSUE	"A" CHANGE	
DIRECT LABOR HOURS	\$	\$	
DIRECT LABOR & BURDEN	\$	\$	
MATERIAL	\$	\$	
COMPT/SUBCONTR LBR	\$	\$	
TRAVEL & PER DIEM	\$	\$	
OTHER	\$	\$	
TOTAL	\$	\$	
ESM MONITORS Raytheon IDS: [REDACTED] CMDS P.O.: [REDACTED]			
CONCURRENCE SIGNATURES:			
	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE
ORIGINAL ISSUE	[REDACTED]		[REDACTED]
REVISION "A"	[REDACTED]	8/12/10	[REDACTED]
REVISION "B"	[REDACTED]		8/12/10
REVISION "C"	[REDACTED]		
REVISION "D"	[REDACTED]		
REVISION "E"	[REDACTED]		
EXPLANATION OF REVISION: Original Issue: Incorporates SubESMs EN10-01-01 and EN10-01-02 (See SubESMs for details) Revision "A": Incorporates Revision "A's" to SubESMs EN10-01-01 and EN10-01-02 (See SubESM Rev "A's" for details)			

ENGINEERING SERVICES MEMORANDUM

ESM NO.

DESCRIPTION OF PROPOSED WORK (CONT)

[Large empty rectangular area for description of proposed work]

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM 5H-31-03-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN10-02 "B"	
		DATE 03/11/2010	
PROJECT TITLE JLENS Engineering (FY10 Option)		CONTRACT NO. W31P4Q-10-C-0003	
ESTIMATED COMPLETION DATE OF ESM 09/30/11		COST ACCOUNT	
DESCRIPTION OF PROPOSED WORK <ul style="list-style-type: none"> ○ Performance of Research and Development support of the JLENS program. Specific work to be performed under this ESM includes, but is not limited to, the following: <ul style="list-style-type: none"> • Support to JLENS Engineering Development programs • Special Studies • Test Activities • Other development programs related to the JLENS System. ○ Performance of System Engineering to better assure that the total integrated system will comply with the performance requirements of the JLENS System specifications. ○ Performance of Product Engineering to resolve problems encountered during production, testing, and usage of the JLENS System. <p>All subtasks including studies, designs, analyses, data collection, tests, evaluation, investigations, configuration documentation and hardware fabrication performed under this base ESM shall be specified in sub-ESMs.</p>			
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	
To be specified in Sub-ESMs as required			
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required			
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***			
	ORIGINAL ISSUE	"A" CHANGE	
	"B" CHANGE	"D" CHANGE	
	"E" CHANGE		
DIRECT LABOR HOURS	\$	\$	
DIRECT LABOR & BURDEN	\$	\$	
MATERIAL	\$	\$	
COMPTR/SUBCONTR LBR	\$	\$	
TRAVEL & PER DIEM	\$	\$	
OTHER	\$	\$	
TOTAL	\$	\$	
ESM MONITORS Raytheon IDS: [Redacted] CMDS P.O.: [Redacted]			
CONCURRENCE SIGNATURES:			
	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE
	DATE		
ORIGINAL ISSUE			
REVISION "A"	[Redacted]		
REVISION "B"	[Redacted]	8/12/10	8/12/10
REVISION "C"	[Redacted]		
REVISION "D"			
REVISION "E"			
EXPLANATION OF REVISION: - Original Issue: Incorporates SubESM EN10-02-01 (See SubESM for details) - Revision "A": Changes estimated completion date to 09/30/11 and incorporates SubESM EN10-02-02 (See SubESM for details) - Revision "B": Incorporates Revision "A" to SubESM EN10-02-01 (See SubESM for details)			

Sheet 1

ENGINEERING SERVICES MEMORANDUM

ESM NO.

DESCRIPTION OF PROPOSED WORK (CON'T)

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

RAYTHEON COMPANY

FORM 5H-31-00-04

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN10-02-01 "A"				
		DATE 08/11/2010				
PROJECT TITLE Virtual Warfare Center / Nimble Fire Exercise Support	CONTRACT NO. W31P4Q-10-C-0003					
ESTIMATED COMPLETION DATE OF ESM 03/31/2011	COST ACCOUNT					
DESCRIPTION OF PROPOSED WORK						
<p>1. Provide Engineering support to the Joint Integrated Air and Missile Defense Organization (JAMDO) NIMBLE FIRE (NF) exercises using the JLENS All-Software Precision/Surveillance Emulation in Real time (JASPER) simulation model in St. Louis, MO</p> <ul style="list-style-type: none"> a. Provide simulation hardware and software for one or two JLENS orbits during NF exercises b. Support meetings, integration, and operation during integration, operator checkout, and event weeks as needed c. Support of Technical Interchange Meetings (TIMs) to support exercise planning as needed at various locations including: St. Louis MO, Huntsville AL, Washington DC, Andover MA d. Support of TIMs that discuss maintenance and/or modifications to the JLENS representation at the VWC at the same various locations. 						
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE				
To be specified in Sub-ESMs as required						
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE						
To be specified in Sub-ESMs as required						
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***						
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPTRS/SUBCONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$
ESM MONITORS						
Raytheon IDS: [REDACTED]		CMDS P.O.: [REDACTED]				
CONCURRENCE SIGNATURES:						
	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE		
ORIGINAL ISSUE	[REDACTED]		[REDACTED]			
REVISION "A"	[REDACTED]	8/16/10	[REDACTED]	8/16/10		
REVISION "B"	[REDACTED]		[REDACTED]			
REVISION "C"						
REVISION "D"						
REVISION "E"						
EXPLANATION OF REVISION:						
- Revision "A" : Changes estimated completion date to 03/30/11 and provides additional Labor/Non-Labor funding. NOTE: Additional Labor/Non-Labor funding provided covers performance during FY11.						

ENGINEERING SERVICES MEMORANDUM

ESM NO. _____

DESCRIPTION OF PROPOSED WORK (CONT)

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

RAYTHEON COMPANY

FORM 5H-31-00-04

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN10-01-01 "A"				
		DATE 08/11/2010				
PROJECT TITLE Provide support to the Government System Integration Labs (SILs)	CONTRACT NO. W31P4Q-10-C-0003					
ESTIMATED COMPLETION DATE OF ESM 09/30/11	COST ACCOUNT					
DESCRIPTION OF PROPOSED WORK 1. Support establishment and maintenance of the real-time HWIL facility at Building 5400 and the IV&V facility at the Software Engineering Directorate (SED) 2. Support coordination, delivery, and installation of software build deliveries and relevant mods 3. Attend meetings, VTCs, and/or telecons as requested in support of SIL installation/maintenance activities 4. Support configuration management and security certification programs, as requested 5. Support SIL activities related to integration/use of the RES/STG software at the CMDS SIL and UTTR						
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE				
CONDITION OF RETURN						
To be specified in Sub-ESMs as required						
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required						
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***						
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	\$	\$	\$	\$	\$	\$
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPT'R/SUBCONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$
ESM MONITORS Raytheon IDs: [REDACTED]			CMDS P.O.: [REDACTED]			
CONCURRENCE SIGNATURES:						
	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE		
ORIGINAL ISSUE	[REDACTED]		[REDACTED]			
REVISION "A"	[REDACTED]	8/12/10	[REDACTED]	8/12/10		
REVISION "B"	[REDACTED]		[REDACTED]			
REVISION "C"	[REDACTED]		[REDACTED]			
REVISION "D"	[REDACTED]		[REDACTED]			
REVISION "E"	[REDACTED]		[REDACTED]			
EXPLANATION OF REVISION: - Revision "A" : Changes estimated completion date to 09/30/11 and provides additional Labor/Non-Labor funding. NOTE: Additional Labor/Non-Labor funding provided covers performance during FY11.						

ENGINEERING SERVICES MEMORANDUM

ESM NO.

DESCRIPTION OF PROPOSED WORK (CONT)

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM 5H-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO.	EN10-01-02 "A"			
		DATE	08/11/2010			
PROJECT TITLE		CONTRACT NO.		COST ACCOUNT		
Provide support to Government software evaluations		W31P4Q-10-C-0003				
ESTIMATED COMPLETION DATE OF ESM		ESTIMATED COMPLETION DATE OF ESM				
09/30/11						
DESCRIPTION OF PROPOSED WORK						
<ol style="list-style-type: none"> 1. Support coordination of software deliveries and relevant mods 2. Support Government efforts to generate, debug, and execute non-System Capability Review scenarios to independently evaluate software source code 3. Review findings/issues provided by the JPO as a result of source code analyses and IV&V activities, includes review of findings/issues of subcontractor software; where applicable 4. Document, receipt, review, and disposition accepted issues 5. Attend meetings, VTCs, and/or telecons as requested to support software evaluations. 						
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN			
To be specified in Sub-ESMs as required						
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE						
To be specified in Sub-ESMs as required						
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***						
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPT'R/SUBCONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$
ESM MONITORS						
Raytheon IDS:			CMDS P.O.:			
CONCURRENCE SIGNATURES:						
	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE		
ORIGINAL ISSUE						
REVISION "A"		8/12/10		8/12/10		
REVISION "B"						
REVISION "C"						
REVISION "D"						
REVISION "E"						
EXPLANATION OF REVISION:						
- Revision "A" : Changes estimated completion date to 09/30/11 and provides additional Labor/Non-Labor funding. NOTE: Additional Labor/Non-Labor funding provided covers performance during FY11.						

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Cost-Plus-Fixed-Fee Page 1 Of 4

2. Amendment/Modification No. P00005 3. Effective Date 22 Sep 2010 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable) DL 0005 10

6. Issued By Code W31P4Q 7. Administered By (If other than Item 6) Code S2205A
 US ARMY CONTRACTING COMMAND
 AMCOM CONTRACTING CENTER
 REDSTONE ARSNAL AL 35898-5280
 DCMA RAYTHEON TEWKSBURY
 50 APPLE HILL DRIVE
 M/S T2FR2
 TEWKSBURY MA 01876-1198
 SCD A PAS NONE ADP PT HQ0337

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 RAYTHEON COMPANY
 350 LOWELL ST
 ANDOVER, MA 01810-4400
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 05716 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W31P4Q-10-C-0003
 10B. Dated (See Item 13)
 2003MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.
 A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103 (a) (3)
 D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)
 15B. _____ 15C. Date Signed 22 SEP 2010 16B. _____ 16C. Date Signed 22 Sep 2010
 (Signature of person authorized to sign) By (Signature of Contracting Officer)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 4
	PIIN/SHIN W31P4Q-10-C-0003	MOD/AMD P00006	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification(P00006) To contract W31P4Q-10-C-0003 is as follows:

A. To change the Performance Completion Dates (PCD) as follows:

	<u>From</u>	<u>To</u>
SLIN 0001AC	30 SEPTEMBER 2010	30 SEPTEMBER 2011
SLIN 0001AD	30 SEPTEMBER 2010	30 SEPTEMBER 2011
SLIN 0002AA	30 SEPTEMBER 2010	31 MARCH 2011
SLIN 0002AB	30 SEPTEMBER 2010	31 MARCH 2011

A-2 The PCD for the SLINs above are hereby reflected in Section B narrative of this modification (P00006).

A-3 As a result of this modification, the total amount of the contract is unchanged and remains at a total amount of \$3,224,055.

A-4 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0006 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00006	Page 4 of 4
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0002AB	<p>001 [REDACTED] 31-MAR-2011</p> <p style="padding-left: 40px;">\$ [REDACTED]</p> <p><u>FY10 OPTION ESM EN10 MATERIAL/ODC</u></p> <p>NOUN: JLENS Sim Spt for JI PRON: F10AF1W004 PRON AMD: 01 ACRN: AB CUSTOMER ORDER NO: F1AF1W0048G004</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">DLVR SCH</td> <td style="width: 40%;"></td> <td style="width: 40%;">PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>31-MAR-2011</td> </tr> </table> <p style="padding-left: 40px;">\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	[REDACTED]	31-MAR-2011				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	[REDACTED]	31-MAR-2011												

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 4
2. Amendment/Modification No. P00007	3. Effective Date 30 Sep 2010	4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable) JL 0005 10
6. Issued By US ARMY CONTRACTING COMMAND AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35896-9280	Code W31P40	7. Administered By (If other than Item 6) DCHA RAYTHON TENKSURRY 50 APPLE HILL DRIVE N/S T2PR2 TENKSURRY MA 01876-1198		Code 82205A
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400		SCD A PAS NONE ADP PT HQ0117		
TYPE BUSINESS: Large Business Performing in U.S. Code 05716 Facility Code		9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W31P40-10-C-0003 10B. Dated (See Item 13) 2003MAR17		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 3

A. This Change Order Is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 103 (a) (3)

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print) [Redacted]	16A. Name And Title Of Contracting Officer (Type or print) [Redacted]
15B. Contractor/Officer [Redacted] (Signature of person authorized to sign)	16B. United States Of America By [Redacted] (Signature of Contracting Officer)
15C. Date Signed 29 SEP 2010	16C. Date Signed 30 Sep 2010

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 4
	PIIN/SHN W31P4Q-10-C-0003	MOD/AMD P00007	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification (P00007) to contract W31P4Q-10-C-0003 is as follows:

A. To change the Performance Completion Dates (PCD) as follows:

	<u>From</u>	<u>To</u>
SLIN 0001AA	30 SEPTEMBER 2010	31 MARCH 2011
SLIN 0001AB	30 SEPTEMBER 2010	31 MARCH 2011

A-2 The PCD for the SLINS above are hereby reflected in Section B narrative of this modification (P00007).

A-3 As a result of this modification, the total amount of the contract is unchanged and remains at a total amount of \$3,224,055.

A-4 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0007 ***

CONTINUATION SHEET		Reference No. of Document Being Continued PIIN/SIIN W31P40-10-C-0003 MOD/AMD P00007		Page 3 of 4									
Name of Offeror or Contractor: RAYTHEON COMPANY													
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS												
0001AA	<p><u>FY10 BASIC ESM PM/CM10-01 LABOR</u></p> <p>NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DLVR SCH</th> <th>REL CD</th> <th>QUANTITY</th> <th>PERF COMPL DATE</th> </tr> </thead> <tbody> <tr> <td></td> <td>001</td> <td>[REDACTED]</td> <td>31-MAR-2011</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p>	DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE		001	[REDACTED]	31-MAR-2011	[REDACTED]	HR		\$ [REDACTED]
DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE										
	001	[REDACTED]	31-MAR-2011										
0001AB	<p><u>FY10 BASIC ESM PM/CM10-01 MATERIAL/ODC</u></p> <p>NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DLVR SCH</th> <th>REL CD</th> <th>QUANTITY</th> <th>PERF COMPL DATE</th> </tr> </thead> <tbody> <tr> <td></td> <td>001</td> <td>[REDACTED]</td> <td>31-MAR-2011</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p>	DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE		001	[REDACTED]	31-MAR-2011				\$ [REDACTED]
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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 4 of 4
	PIIN/SIIN W31P40-10-C-0003	MOD/AMD P00007	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0008	ENGINEERING SERVICE MEMORANDUM (ESM) PM/CM10-01*A*	22-SEP-2010	001	EMAIL

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM 04-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		FORM NO. PM/CM10-01 "A"				
		DATE 08/22/10				
PROJECT TITLE JLENS Program Management / Configuration Management (Basic)		CONTRACT NO. W31P4Q-10-C-0003				
ESTIMATED COMPLETION DATE OF ESM 03/30/11 31		ESM CATEGORY ESM				
DESCRIPTION OF PROPOSED ESM: Performance of Program Management and Document / Configuration Management functions for the JLENS Engineering Services Program to include: Program Management Cost Control Develop support plan for ESMs and Sub-ESMs as required Document and deliver CDRLs Configuration Control ESMs shall be generated IAW the SOW. Cost and performance reports shall be provided IAW the SOW.						
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUESTED	RETURN DATE				
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE						
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-670 ***						
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN						
MATERIAL						
COMPTON/COMINT LAB						
TRAVEL & PER DIEM						
OTHER						
TOTAL						
ESM SIGNATURE Raytheon ID# [Redacted] CMDS P.O. [Redacted]						
CONFORMANCE SIGNATURES:						
	RAYTHEON ID#	DATE	CMDS PROJECT OFFICE	DATE		
ORIGINAL ISSUE	[Redacted]		[Redacted]			
REVISION "A"	[Redacted]	23 Sep 10	[Redacted]	24 Sep 10		
REVISION "B"	[Redacted]		[Redacted]			
REVISION "C"	[Redacted]		[Redacted]			
REVISION "D"	[Redacted]		[Redacted]			
REVISION "E"	[Redacted]		[Redacted]			
EXPLANATION OF REVISION: Changes Estimated Completion Date from 30 September 2010 to 30 March 2011						
31						

JLENS Engineering Services
 CONTRACT W31P4Q-10-C-0003
 MOD P0007
 ATTACHMENT 0008
 Page 1 Of 1
 Date: 22 September 2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Cont-Plus-Fixed-Fee	Page 1 Of 7
2. Amendment/Modification No. D00008	3. Effective Date MAR 01 2011	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0005 10	
6. Issued By [REDACTED] ANCON CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280	Code W31P4Q	7. Administered By (If other than item 6) DONA RAYTHEON TSNKSBURY 50 APPLE HILL DRIVE W/S T2PR2 TSNKSURRY MA 01876-1198		Code 92205A
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400			SCD A PAS NONE ADP PT HQ0237	
TYPE BUSINESS: Large Business Performing in U.S. Code 05716 Facility Code			9A. Amendment Of Solicitation No.	
			9B. Dated (See Item 11)	
			10A. Modification Of Contract/Order No. W31P4Q-10-C-0003	
			10B. Dated (See Item 13) 2003MAR17	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

ACRN: AC NET INCREASE: [REDACTED]

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 0

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103 (a) (3)	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

[REDACTED]	16A. Name And Title Of Contracting Officer (Type or print)	[REDACTED]
[REDACTED]	16B. Date Signed	16C. Date Signed March 1, 2011
[REDACTED]	30-10	30 (REV. 10-83)
[REDACTED]		FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 7

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00008

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification(P00008) To contract W31P4Q-10-C-0003 is as follows:

A. To Re-align Material Funding as follows:

	From	Change by	To
CLIN 0003	[REDACTED]	[REDACTED]	[REDACTED]
CLIN 0006	[REDACTED]	[REDACTED]	[REDACTED]

B. Pursuant to section H-7 to contract entitled "Options" the US Government hereby exercises [REDACTED] engineering services hours which are a portion of engineering services from CLIN 0003 and exercise [REDACTED] total Material/ODC Dollars from CLIN 0003.

A-2 As a result of this modification SLINS 0003AC, 0003AD, 0003AE and 0003AF are established in the total amount of [REDACTED] and are reflected as follows:

CLIN	ESM	PRON	HOURS	DOLLAR
0003AG	EN11-01	4M1J733500	[REDACTED]	[REDACTED]
0003AH	EN11-01	4M1J733500	[REDACTED]	[REDACTED]
				\$ 423,711

For accomplishment of these tasks newly established SLINS: SLIN 0003AG for [REDACTED] hours in the amount of [REDACTED] with a period of performance from date of modification to 30 September 2011 and SLIN 0003AH for Material/ODC dollars in the total amount of [REDACTED] with a period of performance from date of modification to 30 September 2011.

A-3 As a result of this modification CLIN 0003 is revised to show the number of Hours and Material/ODC exercised under the range option. CLIN 0003 is reduced by [REDACTED] in Material/ODC FROM [REDACTED] CLIN 0003 is reduced by [REDACTED] to [REDACTED]

A-4 The breakout of hours and associated costs for CLINS 0003 and 0006 and SLINS 0003AG and 0003AH are reflected in section B of this Modification (P00008).

A-5 As a result of this modification, the total amount of the contract is increase by \$423,711 from \$3,224,055 to \$3,647,766.

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0008 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SIIN W31P4Q-10-C-0003 MOD/AMD P00008	Page 3 of 7
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																			
0003	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY 11 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><u>FY11</u></td> <td style="width: 20%;"><u>Labor</u></td> <td style="width: 10%;"><u>Material</u></td> <td style="width: 10%;"><u>Total</u></td> <td style="width: 40%;"></td> </tr> <tr> <td>PCL COST</td> <td colspan="3" rowspan="6" style="background-color: black;"></td> <td></td> </tr> <tr> <td>G&A</td> <td></td> </tr> <tr> <td>TCL COST (W/O COM)</td> <td></td> </tr> <tr> <td>COST OF MONEY</td> <td></td> </tr> <tr> <td>FEE</td> <td></td> </tr> <tr> <td>CPFF</td> <td></td> </tr> </table> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;"><u>Hours</u></td> <td style="width: 10%; text-align: center;"><u>Hours</u></td> <td style="width: 50%;"></td> </tr> <tr> <td><u>Description</u></td> <td><u>Hours</u></td> <td><u>Exercised</u></td> <td><u>Remaining</u></td> <td></td> </tr> <tr> <td>PM/CM</td> <td colspan="3" rowspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>ENGINEERING</td> <td></td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> <td></td> </tr> <tr> <td>LOGISTICS</td> <td></td> </tr> <tr> <td>TOTAL</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;"><u>Material</u></td> <td style="width: 10%; text-align: center;"><u>Material</u></td> <td style="width: 50%;"></td> </tr> <tr> <td><u>Description</u></td> <td><u>Material</u></td> <td><u>Exercised</u></td> <td><u>Remaining</u></td> <td></td> </tr> <tr> <td>ESTIMATED COST</td> <td colspan="3" rowspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>COST OF MONEY</td> <td></td> </tr> <tr> <td>FIXED FEE</td> <td></td> </tr> <tr> <td>CPFF</td> <td></td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>	<u>FY11</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>		PCL COST					G&A		TCL COST (W/O COM)		COST OF MONEY		FEE		CPFF				<u>Hours</u>	<u>Hours</u>		<u>Description</u>	<u>Hours</u>	<u>Exercised</u>	<u>Remaining</u>		PM/CM					ENGINEERING		PRODUCT ASSUR/TEST		LOGISTICS		TOTAL							<u>Material</u>	<u>Material</u>		<u>Description</u>	<u>Material</u>	<u>Exercised</u>	<u>Remaining</u>		ESTIMATED COST					COST OF MONEY		FIXED FEE		CPFF		[REDACTED]	HR	\$ [REDACTED]	[REDACTED]
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0003AH	<p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in support of the JLENS Engineering Services Contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">DLVR SCH</td> <td style="width:30%;">PERF COMPL</td> <td style="width:40%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td>001</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td>30-SEP-2011</td> </tr> </table> <p style="text-align: right;">\$ [REDACTED]</p> <p><u>FY11 OPTION ESM EN11-01 MATERIAL/ODC</u></p> <p>NOUN: AMF RADIO DEMO - 790 PRON: 4M1J733500 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p> <p>Estimated Cost [REDACTED] COM [REDACTED] Fixed Fee [REDACTED]</p> <p>Total [REDACTED]</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"><u>ESM</u></td> <td style="width:50%;"><u>Description</u></td> <td style="width:40%;"><u>Hours</u></td> </tr> <tr> <td>EN11-01</td> <td>Engineering Material/ODC</td> <td style="background-color: black; color: black;">[REDACTED]</td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Material/ODC in support of the JLENS Engineering Services Contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">DLVR SCH</td> <td style="width:30%;">PERF COMPL</td> <td style="width:40%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td>001</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td>30-SEP-2011</td> </tr> </table> <p style="text-align: right;">\$ [REDACTED]</p>	DLVR SCH	PERF COMPL		REL CD	QUANTITY	DATE	001	[REDACTED]	30-SEP-2011	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	EN11-01	Engineering Material/ODC	[REDACTED]	DLVR SCH	PERF COMPL		REL CD	QUANTITY	DATE	001	[REDACTED]	30-SEP-2011				\$ [REDACTED]
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Name of Offeror or Contractor: RAYTHEON COMPANY

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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO.	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0003AG	4MLJ733500 172419E5551	AC	1 14MJLE	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
0003AH	4MLJ733500 172419E5551	AC	1 14MJLE	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE	\$ 423,711.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AC	21 12040000015L5L68P1724192516 S01021	W31G3H	\$ 423,711.00
NET CHANGE				\$ 423,711.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	3,224,055.00	\$ 423,711.00	\$ 3,647,766.00

LINE	ITEM	ACRN	EDI	ACCOUNTING CLASSIFICATION
0003AG	AC	21	111220400000	W31G3H 15L5L68172419E555125164MLJ733500 14MJLE4M5 S01021
0003AH	AC	21	111220400000	W31G3H 15L5L68172419E555125164MLJ733500 14MJLE4M5 S01021

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 7**

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00008

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit D	CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD FORM 254)	24-FEB-2011	016	EMAIL
Attachment 0009	ENGINEERING SERVICE MEMORANDUM (ESM) E11-01	24-FEB-2011	004	EMAIL

000225

DEPAR. ENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

ED
QUIRED

2. THIS SPECIFICATION IS FOR: *(x and complete as applicable)*

<input type="checkbox"/>	a. PRIME CONTRACT NUMBER W31P4Q-10-C-0003
<input type="checkbox"/>	b. SUBCONTRACT NUMBER
<input type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER PAN JL-0050-08
	DUE DATE (YYMMDD)

3. THIS SPECIFICATION IS: *(x and complete as applicable)*

<input checked="" type="checkbox"/>	a. ORIGINAL (Complete date in all cases)	DATE (YYMMDD) 2/15/10
<input type="checkbox"/>	b. REVISED (Supersedes all previous specs)	Revision No. 2 DATE (YYMMDD) 10/19/10
<input type="checkbox"/>	c. FINAL (Complete item 5 in all cases)	DATE (YYMMDD)

4. THIS IS A FOLLOW-ON CONTRACT? YES NO. If Yes, complete the following:

Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? YES NO. If Yes, complete the following:

In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.

6. CONTRACTOR *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE Raytheon Company Integrated Defense Systems 350 Lowell Street Andover, MA 01810	b. CAGE CODE 05716	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service Wilmington Field Office (S11WL) 187 Ballardvale Street, Suite B-205 Wilmington, MA 01887-1062
--	------------------------------	---

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip code)
--------------------------------	--------------	--

8. ACTUAL PERFORMANCE

a. LOCATION Same as above Block 6a and secondary Test Sites as directed by the JLENS Product Office	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
---	--------------	--

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

The scope of this contract is to perform engineering services to be performed by the contractor, the conduct of non-repetitive investigation, inspection, analysis, and corrective active, and test or evaluation effort for the software and hardware, their components and configuration variants; and support of the JLENS system and its associated role in integrated Air Defense.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:

- a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION
- b. RESTRICTED DATA
- c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION
- d. FORMERLY RESTRICTED DATA
- e. INTELLIGENCE INFORMATION:
 - (1) Sensitive Compartmented Information (SCI)
 - (2) Non-SCI
- f. SPECIAL ACCESS INFORMATION
- g. NATO INFORMATION
- h. FOREIGN GOVERNMENT INFORMATION
- i. LIMITED DISSEMINATION INFORMATION
- j. FOR OFFICIAL USE ONLY INFORMATION
- k. OTHER (Specify)

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

- a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
- b. RECEIVE CLASSIFIED DOCUMENTS ONLY
- c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
- d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
- e. PERFORM SERVICES ONLY
- f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
- g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (OTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
- h. REQUIRE A COMSEC ACCOUNT
- i. HAVE TEMPEST REQUIREMENTS
- j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
- k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
- l. OTHER (Specify)
AIS Classified computer processing.

DD FORM 254 Front

JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0003
 MOD P00008
 EXHIBIT D
 DATE: 24 February 2011
 PAGE 1 OF 16

MAR 01 2011

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the NISPOM or unless it has been approved for public release by the appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct Through (Specify):
Commander, US Army Aviation and Missile Command, ATTN: AMSAM-PA, Redstone Arsenal AL 35898-5000. Public release of classified information is not authorized and prohibited for public release.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review. In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents, guides, extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Technical POC is [redacted] telephone [redacted]

See continuation pages for additional security guidance.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide any appropriate statement which identifies the additional requirements. Provide a copy of the contract document to the cognizant security office. Use item 13 if additional space is needed.) Yes No

See [redacted] Supplement Attachment 2 for additional guidance

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.) Yes No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL [redacted]	b. TITLE JLENS Program Security Manager	c. TELEPHONE (Include Area Code) [redacted]
--	--	--

d. ADDRESS (Include Zip Code)
 Cruise Missile Defense Systems Project Office/JLENS
 SFAE-MSLS-CMDS-JLN-SO
 Bldg 5308
 Redstone Arsenal, AL 35898-5000

17. REQUIRED DISTRIBUTION

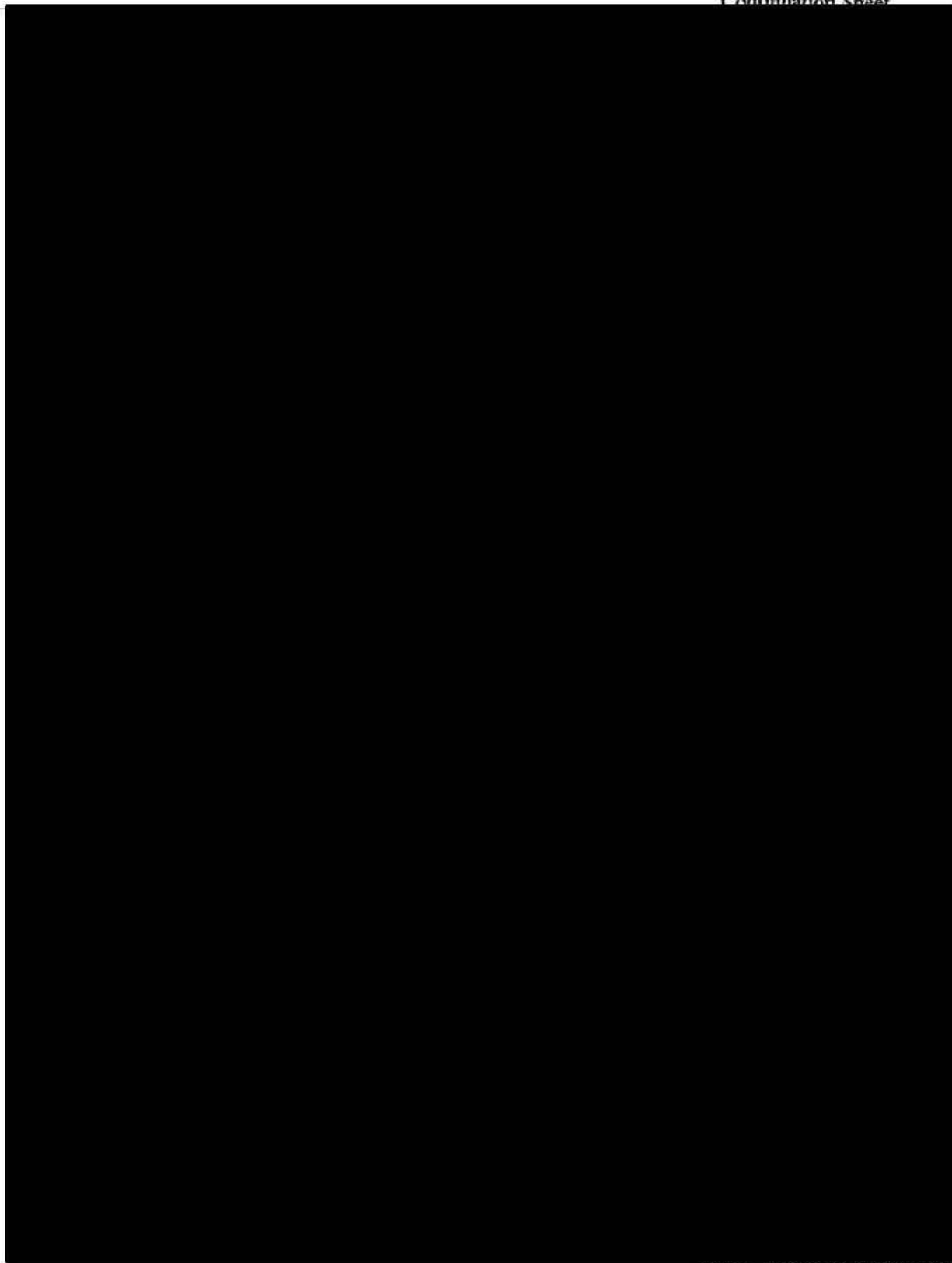
- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE
- e. ADMINISTRATIVE CONTRACTOR
- f. OTHERS AS NECESSARY (TA)

JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0003
 MOD P00008
 EXHIBIT D

MAP

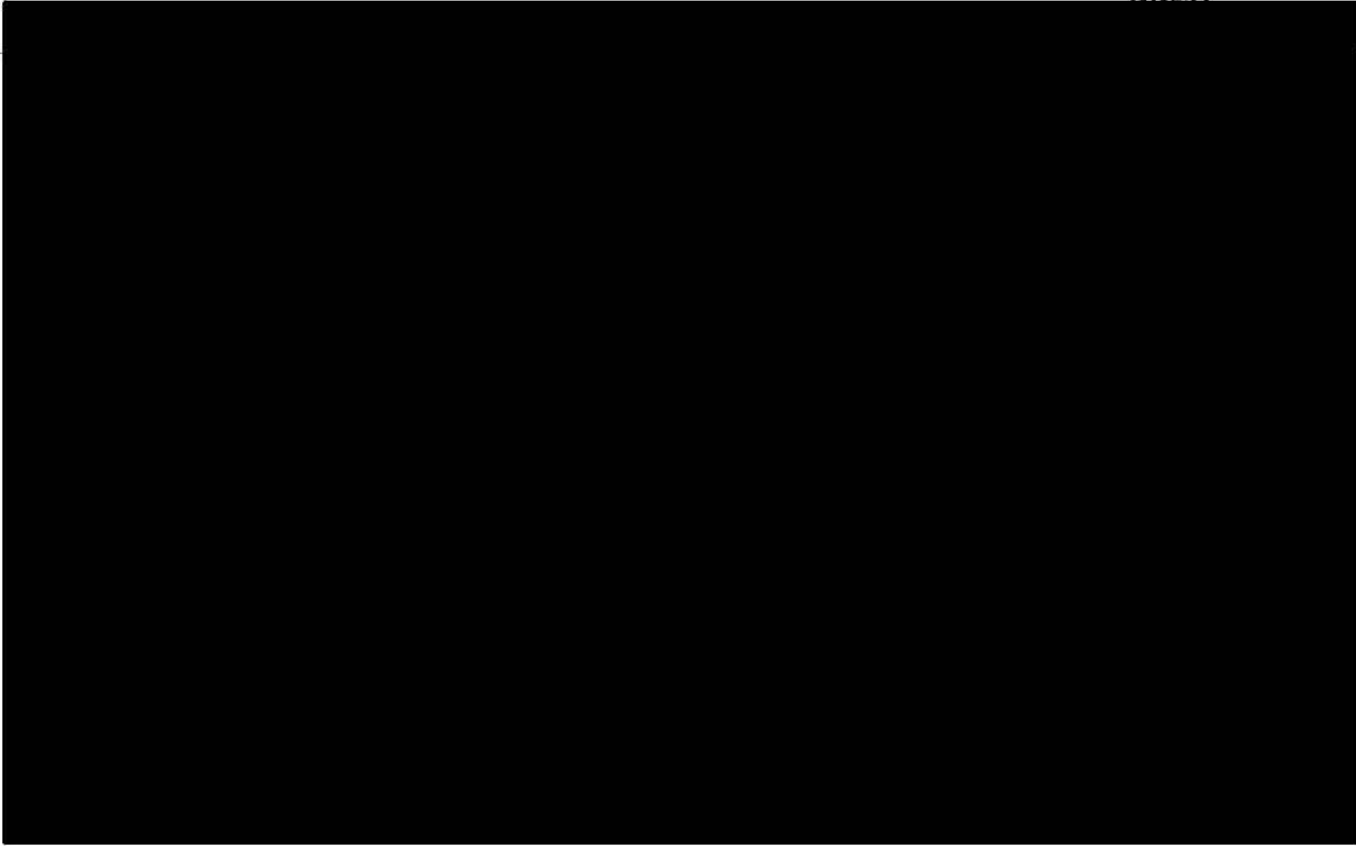
DATE: 24 February 2011
 PAGE 2 OF 16

Contract #W31P4Q-10-C-0003
DD254
Continuation Sheet



SERVICES
-0003

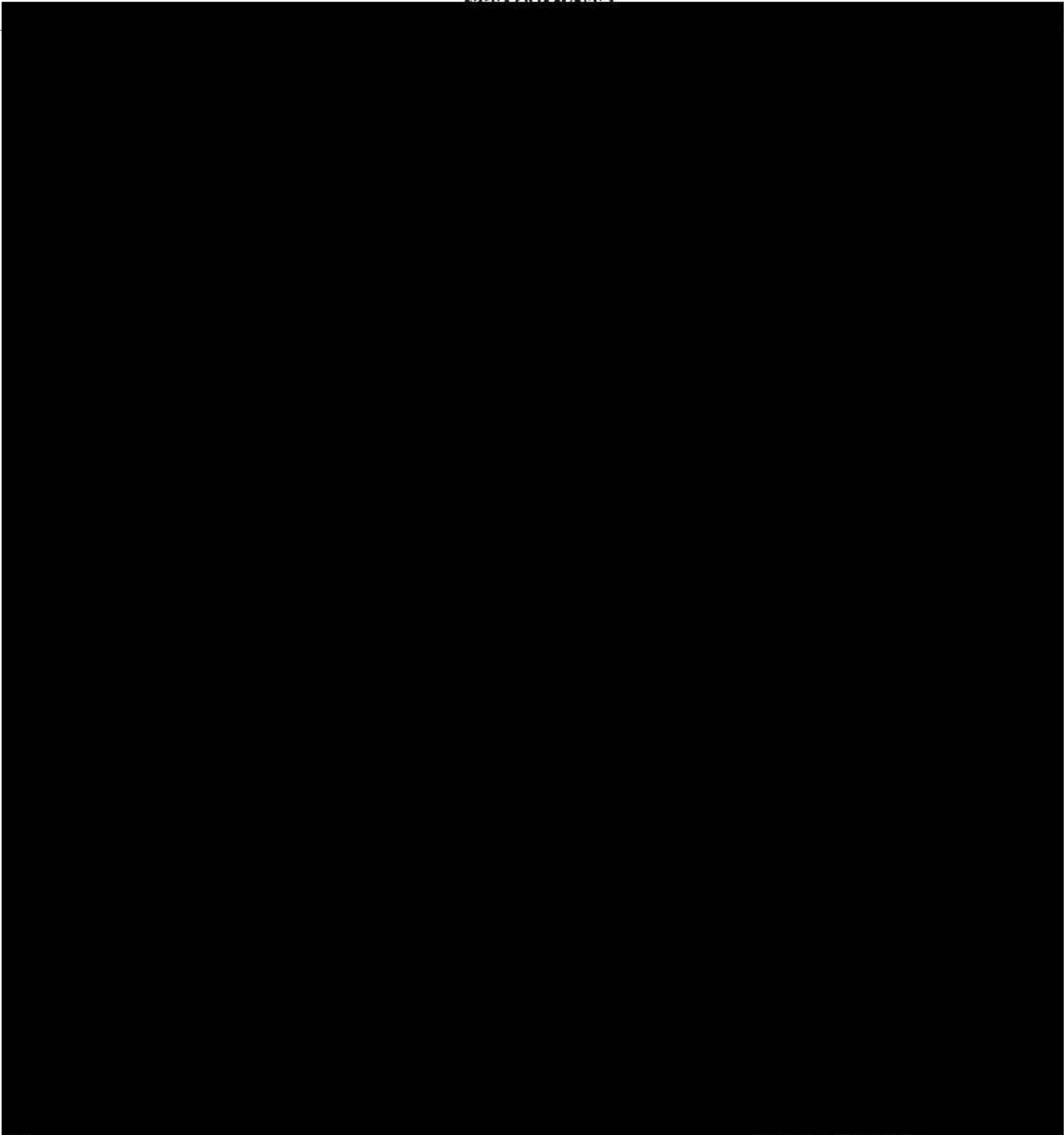
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DD254

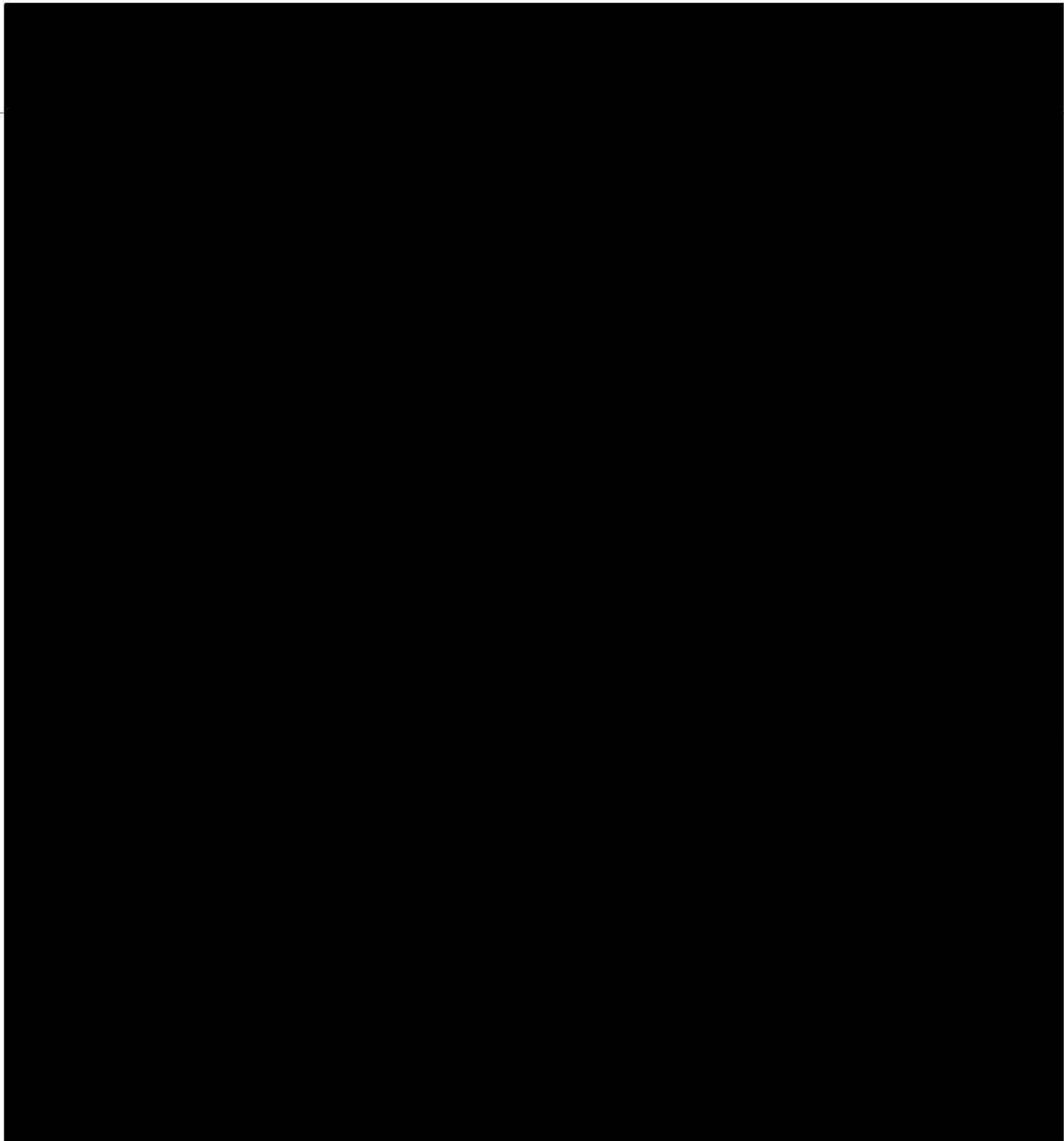


JLENS ENGINEERING SERVICES
CONTRACT #W31P4Q-10-C-0003
MOD P00008
EXHIBIT D
DATE: 24 February 2011
PAGE 4 OF 16

MAR 01 2011

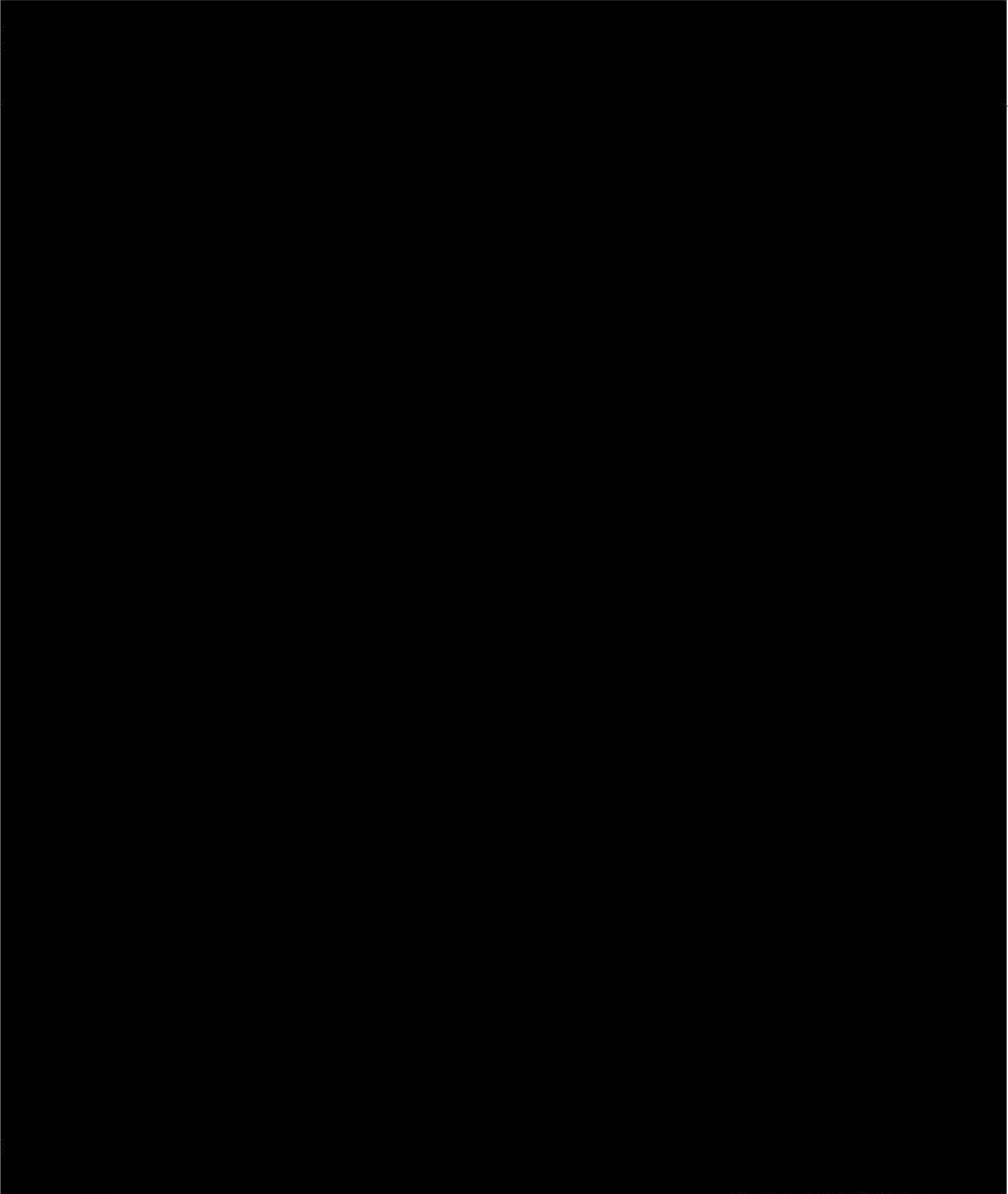
EXHIBIT D

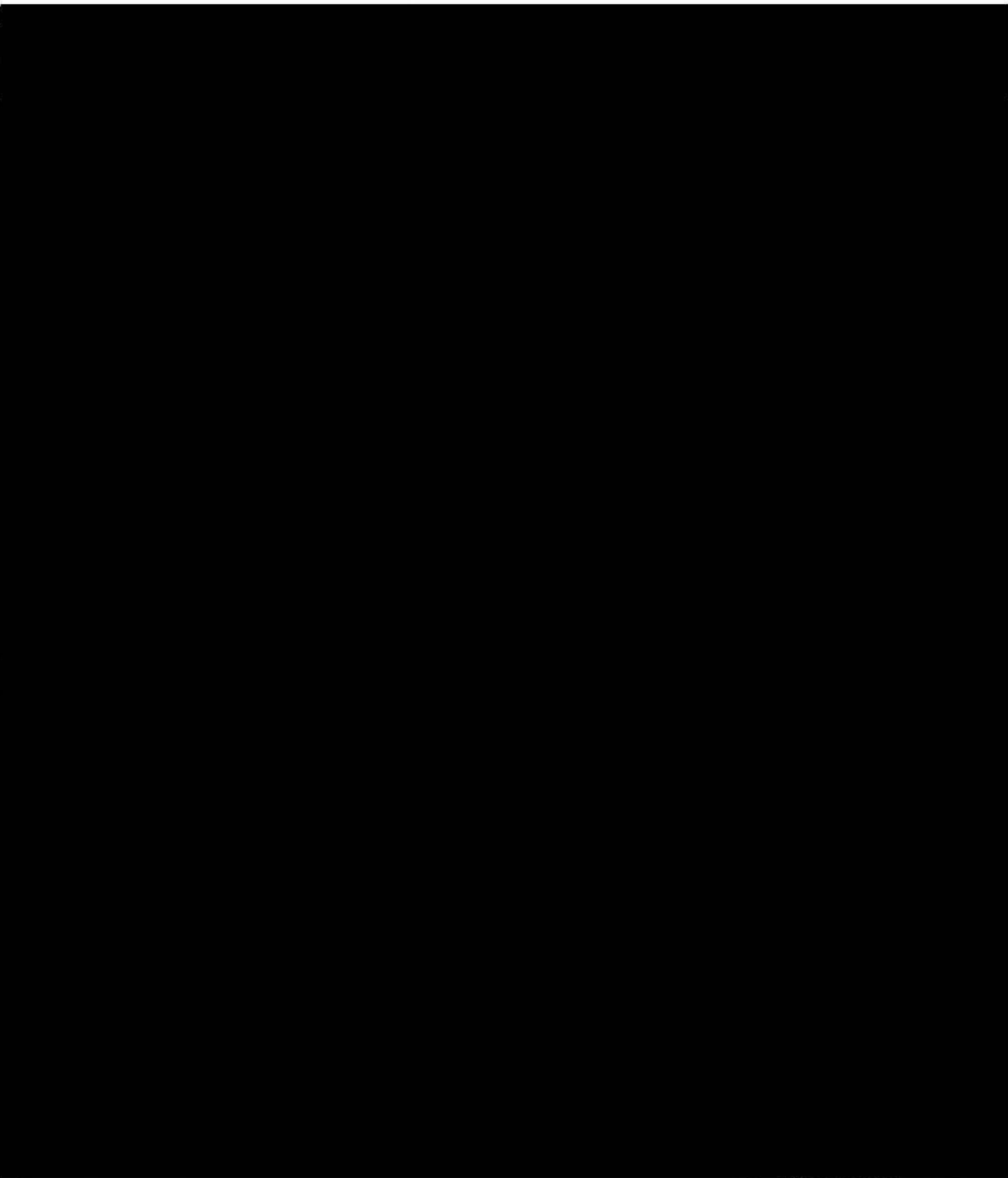




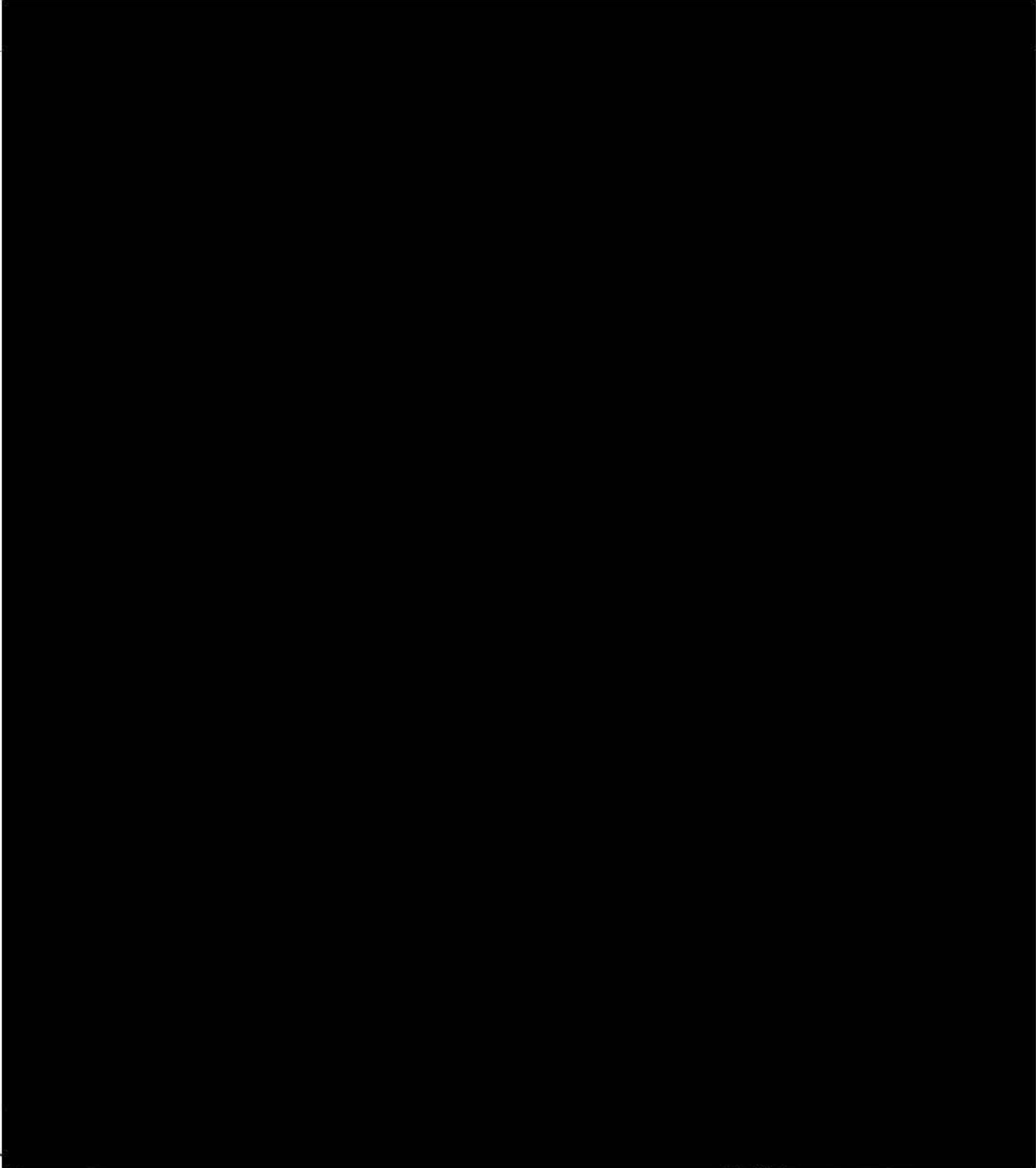
JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003
MOD P00008
EXHIBIT D
DATE: 24 February 2011
PAGE 6 OF 16

MAR 01 2011

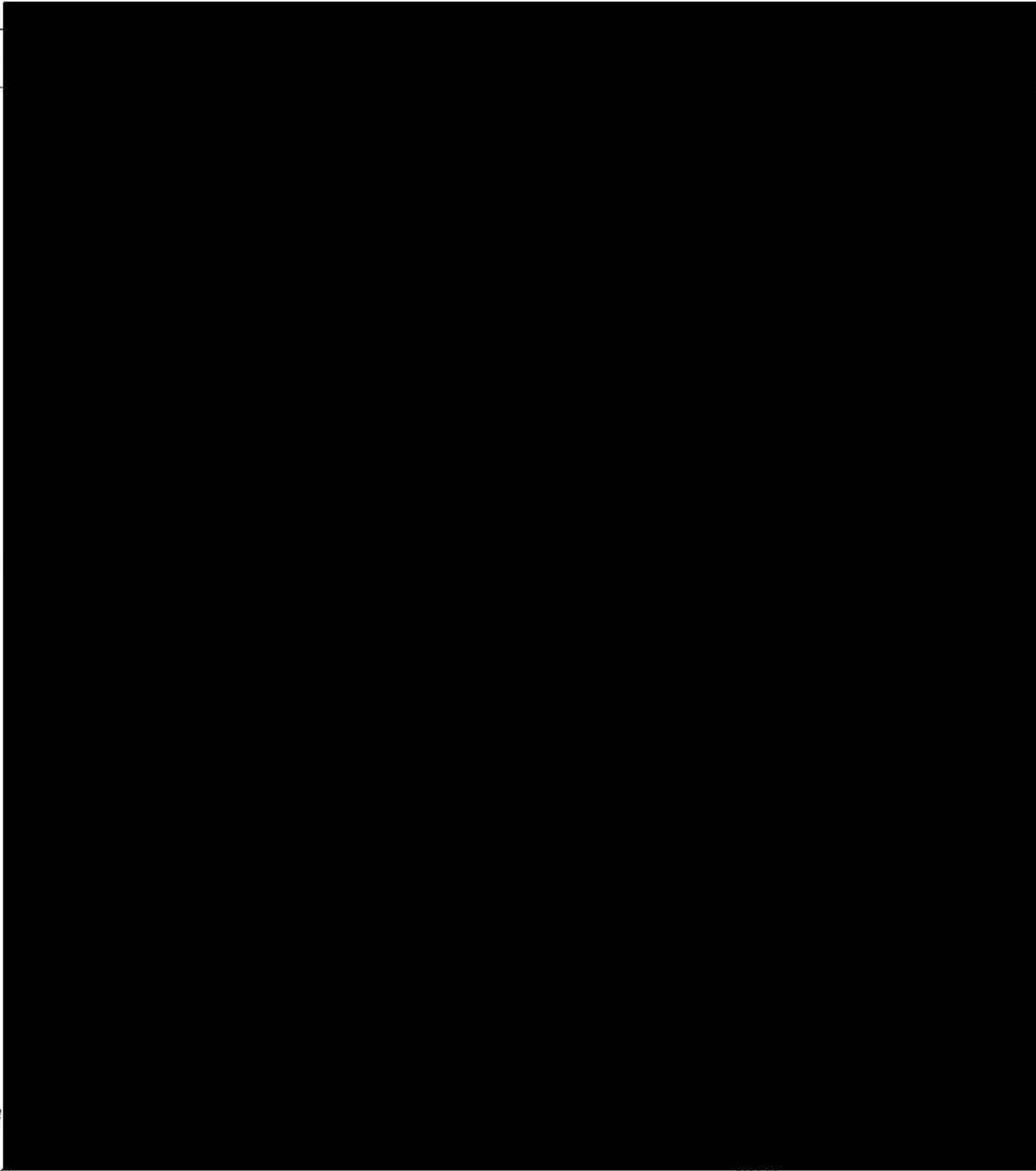




MAR 01 2011

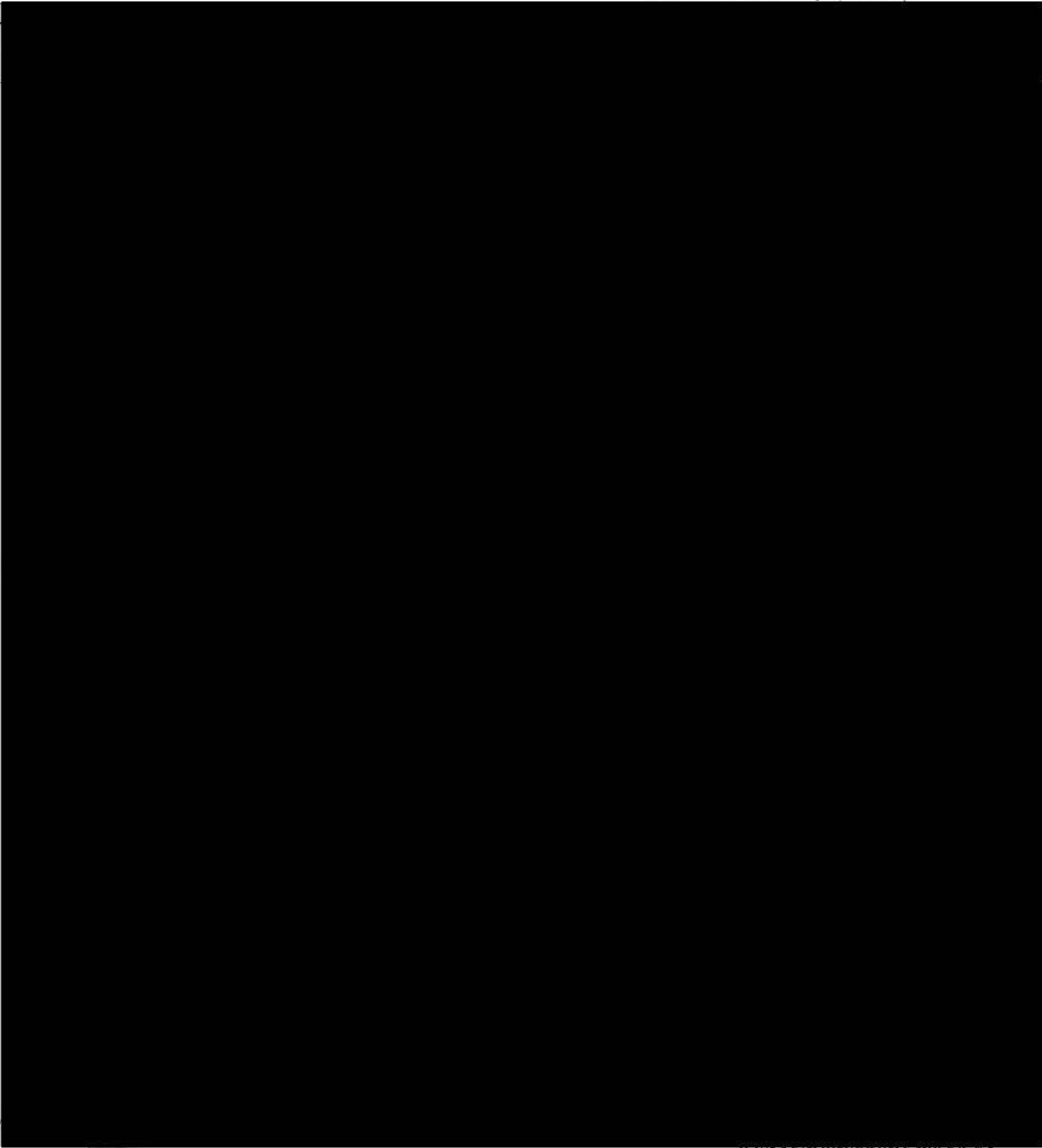


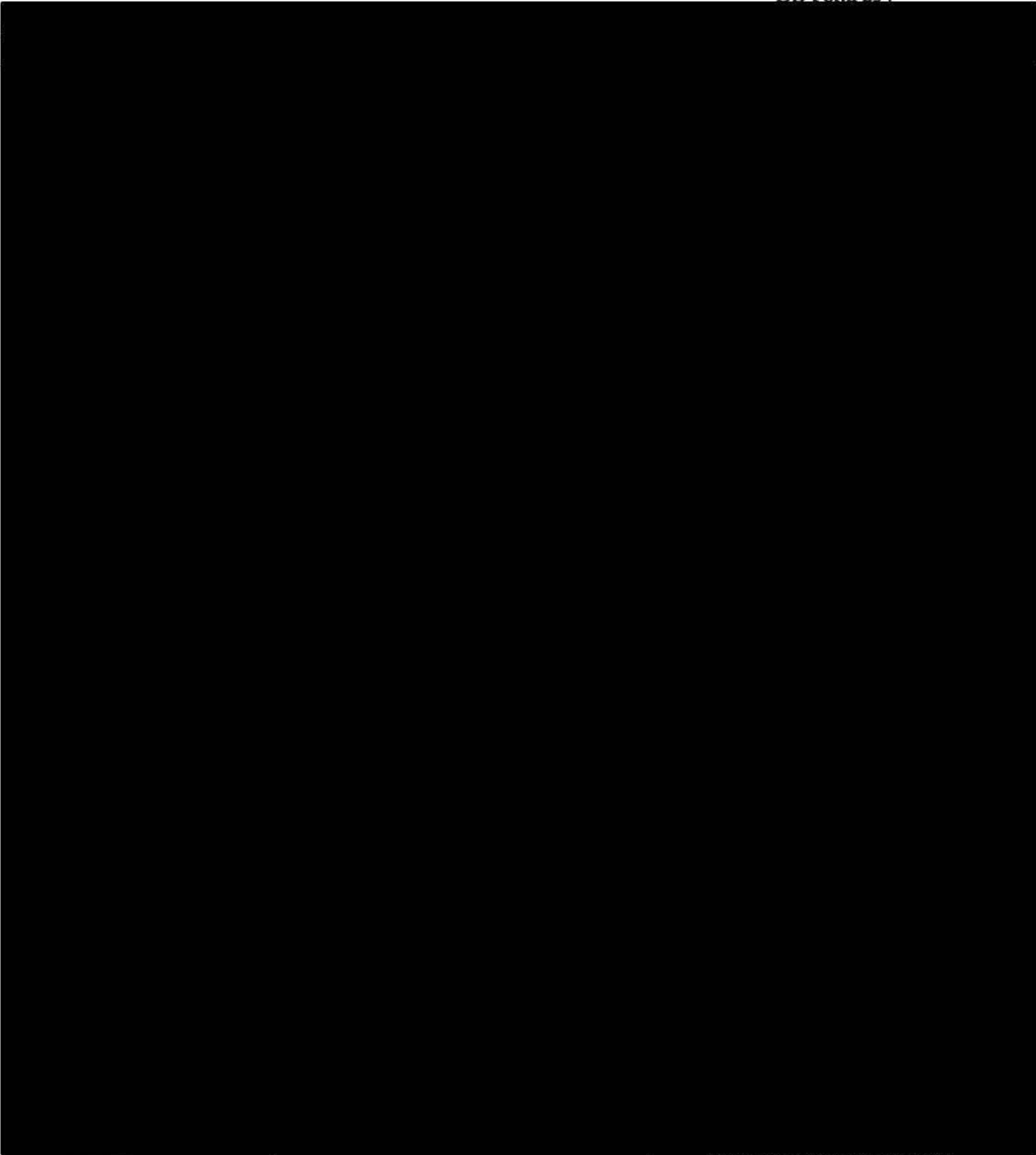
MAR 01



MAR 01 2011

MOD P00008
EXHIBIT D
DATE: 24 February 2011
PAGE 10 OF 16

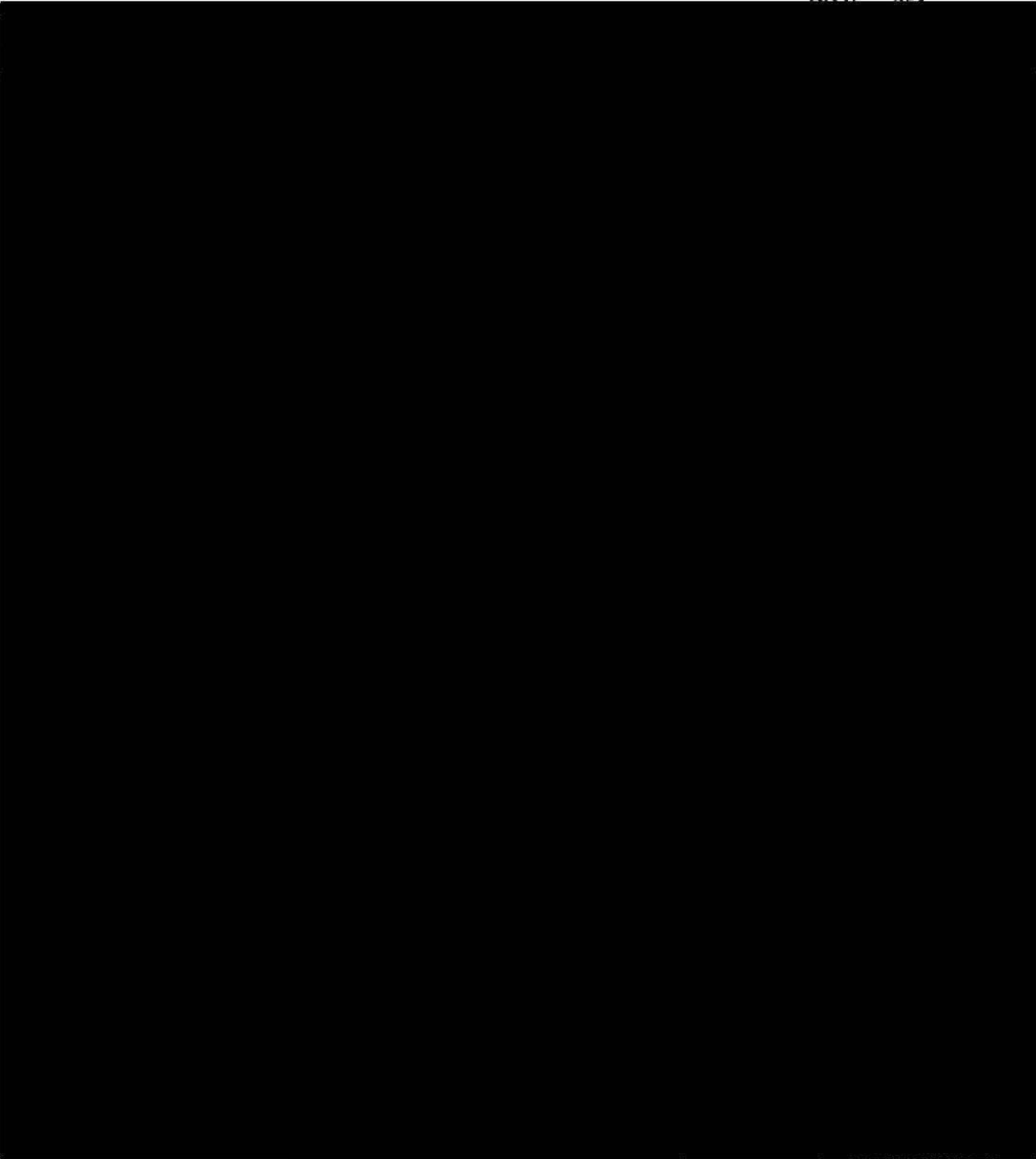




CONTRACT W31P4Q-10-C-0003
MOD P00008
EXHIBIT D
DATE: 24 February 2011
PAGE 12 OF 16

MAR 01 2011

Contract # W31P4Q-10-C-0003



JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003
MOD P00008
EXHIBIT D
DATE: 24 February 2011
PAGE 13 OF 16

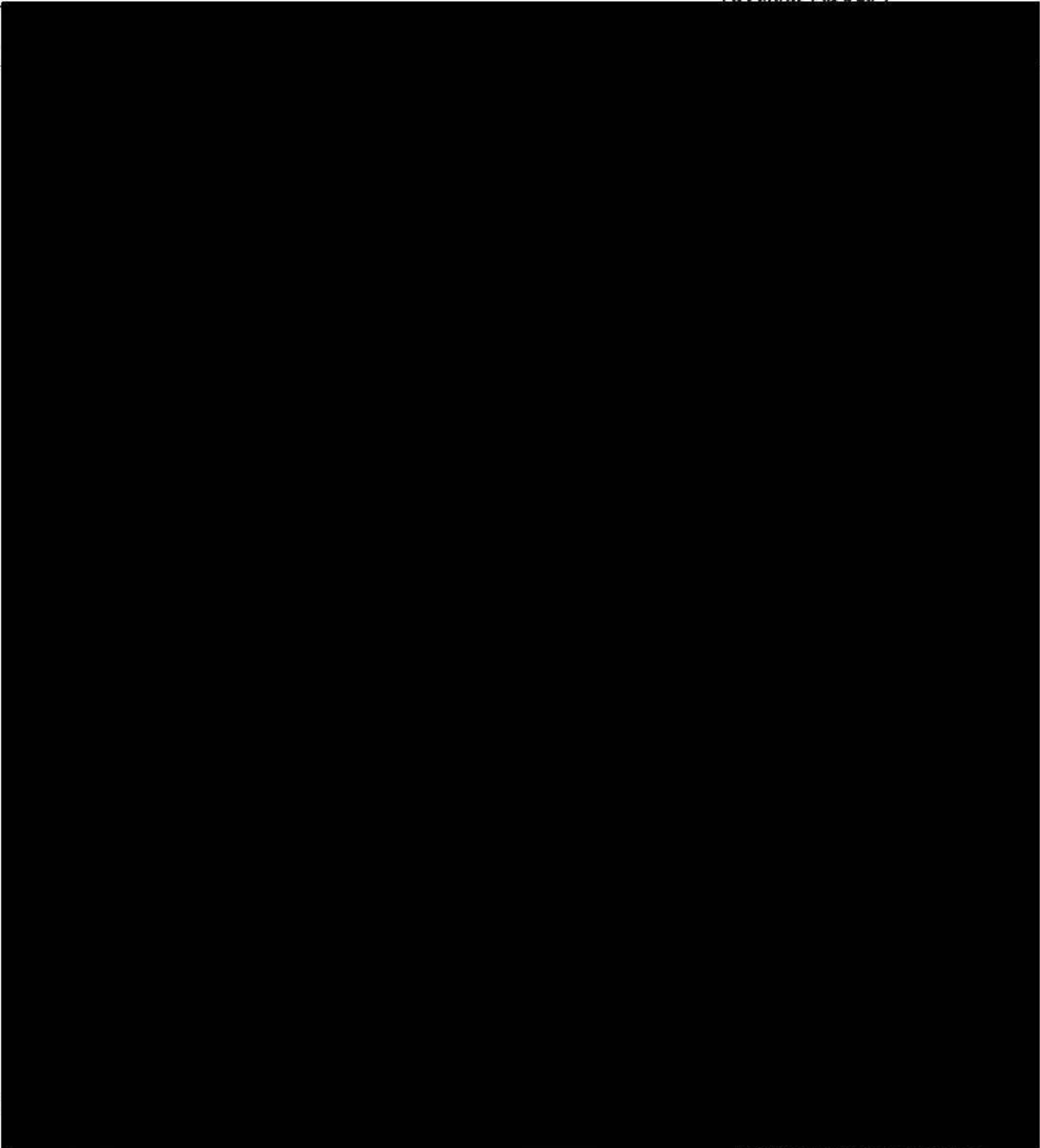
MAR 01 2011



JLENS Program Security Manager
Cruise Missile Defense System
Project Office



MAR 01 2011



MAR 01 2011

Contract #W31P4Q-10-C-0003
DD Form 254 Rev 2



JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003
MOD P00008
EXHIBIT D
DATE: 24 February 2011

MAR 01 2011

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM EN-31-00-01

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		FORM NO.				
		EN11-01				
		DATE				
		02/10/2011				
PROJECT TITLE Provide support to JLENS AMF Radio Demonstration		CONTRACT NO. W31P4Q-10-C-0003				
ESTIMATED COMPLETION DATE OF ESM 09/30/2011		COST ACCOUNT				
DESCRIPTION OF PROPOSED WORK						
<p>1. Define concept for a field demonstration of a [REDACTED] integrated (as a communication relay only) on JLENS aerostat platform at Utah Test and Training Range. Demonstration approach will be documented in an engineering memo to include:</p> <p>a) CONOPS for radio configuration and operation b) Radio Waveforms and Frequency Allocation c) Mechanical / Electrical Interface requirements</p> <p>2. Complete design trade studies to establish detailed technical approach for conduct of the demonstration and document in engineering memos</p> <p>a) Perform EMI/EMC (Cosite) analysis to assess potential interference between AMF radio and other JLENS emitters/receivers. b) Determine approach for mechanical integration on the aerostat and trim/balance impact c) Establish detailed design descriptions of all power, electrical, mechanical, RF and control interfaces required for radio integration, while minimizing impact on existing SDD compliant hardware.</p>						
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN			
None						
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE						
None						
ESTIMATED COST						
*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***						
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPT INSUBCONTR LSR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$
ESR MONITORS						
Raytheon ID#:		C800 P.O.:				
[REDACTED]		[REDACTED]				
CONCURRENCE SIGNATURES:						
ORIGINAL ISSUE	[REDACTED]	DATE	[REDACTED]			
REVISION "A"	[REDACTED]	DATE	2/14/11			
REVISION "B"	[REDACTED]					
REVISION "C"	[REDACTED]					
REVISION "D"	[REDACTED]					
REVISION "E"	[REDACTED]					
EXPLANATION OF REVISION:						

JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003
MOD P00008

ATTACHMENT 0009
DATE: 24 February 2011

PAGE 1 OF 2

ENGINEERING SERVICES MEMORANDUM

EN11-01

DESCRIPTION OF PROPOSED WORK (CONT)

3) Develop detailed plan for Phase 2 demo execution, including schedule, cost, GFE/GFI, and range support requirements

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0003
 MOD P00008
 ATTACHMENT 0009
 DATE: 24 February 2011
 PAGE 2 OF 2

MAR 01 2011

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code <small>Cost-Plus-Fixed-Fee</small>	Page 1 Of 9
2. Amendment/Modification No. P00009	3. Effective Date APR 01 2011	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0006 11	
6. Issued By US ARMY CONTRACTING COMMAND ██████████ AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280 ██████████		Code W31P4Q	7. Administered By (If other than Item 6) DCMA RAYTHEON TENKSURRY 50 APPLE HILL DRIVE N/S T2FR2 TENKSURRY MA 01876-1198	
			Code S2205A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400			SCD X PAS NONE ADP PT HQ0337	
TYPE BUSINESS: Large Business Performing in U.S. Code 05756 Facility Code			9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) <input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. W31P4Q-10-C-0003 10B. Dated (See Item 13) 2003MAR17	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting And Appropriation Data (If required) ACRN: AC NET INCREASE: \$224,221.00				
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.				
KIND MOD CODE: G				
<input type="checkbox"/> A. This Change Order Is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In <input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14. Pursuant To The Authority Of FAR 43.103(b). <input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103 (a) (3) <input type="checkbox"/> D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.				
14. Description Of Amendment/Modification (Organized by UCP section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)		
██████████		██████████		
15B. <input type="checkbox"/>	15C. Date Signed 31 MAR 2011	16C. Date Signed 1 APR 2011		
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE		30-	M 30 (REV. 10-83) FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 9
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00009	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification (P00009) To contract W31P4Q-10-C-0003 is as follows:

a. To Convert all available Labor Hours from FY 10 Base and FY 10 Option (CLINs 0001 and 0002) to Material Dollars and to Re-align those Material Dollars to FY 11 Option under Material. CLIN 0001 FY 10 Base contains [REDACTED] total hours remaining and CLIN 0002 FY 10 Option contains [REDACTED] total hours remaining that are hereby converted to Material Dollars. Both CLIN 0001 and 0002 are converted at a rate of [REDACTED] per Labor Hour and result in a total conversion of [REDACTED]. The aforementioned converted Material Dollars from CLINs 0001 and 0002 are hereby Re-aligned to Material Dollars in CLIN 0003 FY 11 Option as shown below:

	<u>From</u>	<u>Changed by</u>	<u>To</u>
CLIN 0003	[REDACTED]	[REDACTED]	[REDACTED]

b. To Re-align 625 Labor Hours (Engineering) from CLIN 0004 FY 12 Option to CLIN 0003 FY 11 Option. CLINs 0003 and 0004 Engineering Labor Hours (Remaining) Re-alignment is reflected below:

	<u>From</u>	<u>Changed by</u>	<u>To</u>
CLIN 0003	[REDACTED]	[REDACTED]	[REDACTED]
CLIN 0004	[REDACTED]	[REDACTED]	[REDACTED]

c. Engineering Service Memorandum PM/CM10-01"B" is hereby revised to extend the Period of Performance from 31 MAR 2011 to 30 JUN 2011. This revision is reflected on SLINS 0001AA and 0001AB in Section B schedule and also on the ESM PM/CM10-01"B" itself in attachment 0010 in Section J.

d. Pursuant to section H-7 to contract entitled "Options" the US Government hereby exercises [REDACTED] engineering services hours which are a portion of engineering services from CLIN 0003 and exercise [REDACTED] total Material/ODC Dollars from CLIN 0003.

A-2 As a result of this modification SLINS 0003AC, 0003AD, 0003AE and 0003AF are established in the total amount of [REDACTED] and are reflected as follows:

<u>CLIN</u>	<u>ESM</u>	<u>PRON</u>	<u>HOURS</u>	<u>DOLLAR</u>
0003AJ	EN10-01-01	4MLJ733700	[REDACTED]	[REDACTED]
0003AK	EN10-01-01	4MLJ733700	[REDACTED]	[REDACTED]

For accomplishment of these tasks newly established SLINS: SLIN 0003AJ for 740 hours in the amount of [REDACTED] with a period of performance from date of modification to 30 September 2011 and SLIN 0003AK for Material/ODC dollars in the total amount of [REDACTED] with a period of performance from date of modification to 30 September 2011.

A-3 As a result of this modification CLIN 0003 is revised to show the number of Hours and Material/ODC exercised under the range option. CLIN 0003 is reduced by [REDACTED] in Material/ODC FROM [REDACTED] CLIN 0003 is reduced by [REDACTED] Engineering Hours from [REDACTED]

A-4 The breakout of hours and associated costs for CLINs 0001, 0002, 0003 and 0004 and SLINS 0003AJ and 0003AK are reflected in section B of this Modification (P00009).

A-5 As a result of this modification, the total amount of the contract is increase by \$224,221 from \$3,647,766 to \$3,871,987.

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0009 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00009	Page 3 of 9
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY 10 BASIC JLENS ENGINEERING SERVICES</u></p> <p>NOUN: BASIC FY10 ENG SVC RANGE OPT SECURITY CLASS: Unclassified</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 25%;"><u>FY10 Basic</u></td> <td style="width: 25%; text-align: center;">Labor</td> <td style="width: 25%; text-align: center;">Material</td> <td style="width: 25%; text-align: center;">Total</td> </tr> <tr> <td>PCL COST</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> <tr> <td>G&A</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> <tr> <td>TCL COST (W/O COM)</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> <tr> <td>FEE</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> <tr> <td>CPFF</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"></td> <td style="width: 10%; text-align: center;">Hours</td> <td style="width: 10%; text-align: center;">Hours</td> <td style="width: 20%;"></td> </tr> <tr> <td><u>Description</u></td> <td style="text-align: center;"><u>Hours</u></td> <td style="text-align: center;"><u>Exercised</u></td> <td style="text-align: center;"><u>Remaining</u></td> </tr> <tr> <td>PM/CM</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> <tr> <td>ENGINEERING</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> <tr> <td>LOGISTICS</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> <tr> <td>TOTAL</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"></td> <td style="width: 10%; text-align: center;">Material</td> <td style="width: 10%; text-align: center;">Material</td> <td style="width: 20%;"></td> </tr> <tr> <td><u>Description</u></td> <td style="text-align: center;"><u>Material</u></td> <td style="text-align: center;"><u>Exercised</u></td> <td style="text-align: center;"><u>Remaining</u></td> </tr> <tr> <td>ESTIMATED COST</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> <tr> <td>FIXED FEE</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> <tr> <td>CPFF</td> <td colspan="3" style="background-color: black;">[REDACTED]</td> </tr> </table> <p>COMPOSITE HOURLY RATE IS FOR [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>	<u>FY10 Basic</u>	Labor	Material	Total	PCL COST	[REDACTED]			G&A	[REDACTED]			TCL COST (W/O COM)	[REDACTED]			COST OF MONEY	[REDACTED]			FEE	[REDACTED]			CPFF	[REDACTED]				Hours	Hours		<u>Description</u>	<u>Hours</u>	<u>Exercised</u>	<u>Remaining</u>	PM/CM	[REDACTED]			ENGINEERING	[REDACTED]			PRODUCT ASSUR/TEST	[REDACTED]			LOGISTICS	[REDACTED]			TOTAL	[REDACTED]				Material	Material		<u>Description</u>	<u>Material</u>	<u>Exercised</u>	<u>Remaining</u>	ESTIMATED COST	[REDACTED]			COST OF MONEY	[REDACTED]			FIXED FEE	[REDACTED]			CPFF	[REDACTED]			[REDACTED]	HR	\$	[REDACTED]
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	<p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in support of the JLENS Engineering Services Contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><u>DLVR SCH</u></td> <td style="width: 30%;"></td> <td style="width: 20%;"><u>PERF COMPL</u></td> <td style="width: 40%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td style="text-align: center;"><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="text-align: center;">[REDACTED]</td> <td>30-SEP-2011</td> <td></td> </tr> </table> <p style="text-align: center;">\$ [REDACTED]</p>	<u>DLVR SCH</u>		<u>PERF COMPL</u>		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	[REDACTED]	30-SEP-2011											
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<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																					
001	[REDACTED]	30-SEP-2011																					
0003AK	<p><u>FY11 OPTION ESM E10-01-01B MATERIAL/ODC</u></p> <p>NOUN: SIL/IV&V SPT - 6075 PRON: 4MLJ733700 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p> <p>Estimated Cost [REDACTED] COM <u>Fixed Fee</u> [REDACTED] Total [REDACTED]</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><u>ESM</u></td> <td style="width: 40%;"><u>Description</u></td> <td style="width: 50%;"><u>Hours</u></td> </tr> <tr> <td>EN10-01-01B</td> <td>Engineering Material/ODC</td> <td>N/A</td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Material/ODC in support of the JLENS Engineering Services Contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><u>DLVR SCH</u></td> <td style="width: 30%;"></td> <td style="width: 20%;"><u>PERF COMPL</u></td> <td style="width: 40%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td style="text-align: center;"><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="text-align: center;">[REDACTED]</td> <td>30-SEP-2011</td> <td></td> </tr> </table> <p style="text-align: center;">\$ [REDACTED]</p>	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	EN10-01-01B	Engineering Material/ODC	N/A	<u>DLVR SCH</u>		<u>PERF COMPL</u>		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	[REDACTED]	30-SEP-2011					\$ [REDACTED]
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CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00009

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																			
0004	<p><u>FY12 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table border="0"> <tr> <td><u>FY12</u></td> <td><u>Labor</u></td> <td><u>Material</u></td> <td><u>Total</u></td> </tr> <tr> <td>PCL COST</td> <td colspan="3">[REDACTED]</td> </tr> <tr> <td>G&A</td> <td colspan="3">[REDACTED]</td> </tr> <tr> <td>TCL COST (W/O COM)</td> <td colspan="3">[REDACTED]</td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="3">[REDACTED]</td> </tr> <tr> <td>FEE</td> <td colspan="3">[REDACTED]</td> </tr> <tr> <td>CPFF</td> <td colspan="3">[REDACTED]</td> </tr> </table> <table border="0"> <tr> <td></td> <td><u>Hours</u></td> <td><u>Hours</u></td> </tr> <tr> <td><u>Description</u></td> <td><u>Hours</u></td> <td><u>Exercised Remaining</u></td> </tr> <tr> <td>PM/CM</td> <td colspan="2">[REDACTED]</td> </tr> <tr> <td>ENGINEERING</td> <td colspan="2">[REDACTED]</td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> <td colspan="2">[REDACTED]</td> </tr> <tr> <td>LOGISTICS</td> <td colspan="2">[REDACTED]</td> </tr> <tr> <td>TOTAL</td> <td colspan="2">[REDACTED]</td> </tr> </table> <table border="0"> <tr> <td></td> <td><u>Material</u></td> <td><u>Material</u></td> </tr> <tr> <td><u>Description</u></td> <td><u>Material</u></td> <td><u>Exercised Remaining</u></td> </tr> <tr> <td>ESTIMATED COST</td> <td colspan="2">[REDACTED]</td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="2">[REDACTED]</td> </tr> <tr> <td>FIXED FEE</td> <td colspan="2">[REDACTED]</td> </tr> <tr> <td>CPFF</td> <td colspan="2">[REDACTED]</td> </tr> </table> <p>COMPOSITE HOURLY RATE IS FOR [REDACTED]</p> <p>(End of narrative B001)</p>	<u>FY12</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>	PCL COST	[REDACTED]			G&A	[REDACTED]			TCL COST (W/O COM)	[REDACTED]			COST OF MONEY	[REDACTED]			FEE	[REDACTED]			CPFF	[REDACTED]				<u>Hours</u>	<u>Hours</u>	<u>Description</u>	<u>Hours</u>	<u>Exercised Remaining</u>	PM/CM	[REDACTED]		ENGINEERING	[REDACTED]		PRODUCT ASSUR/TEST	[REDACTED]		LOGISTICS	[REDACTED]		TOTAL	[REDACTED]			<u>Material</u>	<u>Material</u>	<u>Description</u>	<u>Material</u>	<u>Exercised Remaining</u>	ESTIMATED COST	[REDACTED]		COST OF MONEY	[REDACTED]		FIXED FEE	[REDACTED]		CPFF	[REDACTED]					
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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 9
	PIIN/SHN W31P4Q-10-C-0003	MOD/AMD P00009	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0003AJ	4M1J733700 172419E5551	AC	1 14MJLE	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
0003AK	4M1J733700 172419E5551	AC	1 14MJLE	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE	\$ 224,221.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AC	21 12040000015L5L68P1724192516 S01021	W31G3H	\$ 224,221.00
				NET CHANGE \$ 224,221.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$ 3,647,766.00	\$ 224,221.00	\$ 3,871,987.00

LINE	ACRN	EDI ACCOUNTING CLASSIFICATION
0003AJ	AC 21	111220400000 W31G3H 15L5L68172419E555125164M1J733700 14MJLE4M5 S01021
0003AK	AC 21	111220400000 W31G3H 15L5L68172419E555125164M1J733700 14MJLE4M5 S01021

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W31P4Q-10-C-0003 MOD/AMD P00009	Page 9 of 9
Name of Offeror or Contractor: RAYTHEON COMPANY		

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0010	ENGINEERING SERVICE MEMORANDUM EN10-01-01"B" & PM/CM10-01"B"	24-MAR-2011	004	EMAIL

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM 5H-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN10-01-01 "B"				
		DATE 02/25/2011				
PROJECT TITLE Provide support to the Government System Integration Labs (SILs)		CONTRACT NO. W31P4Q-10-C-0003				
ESTIMATED COMPLETION DATE OF ESM 09/30/11		COST ACCOUNT				
DESCRIPTION OF PROPOSED WORK 1. Support establishment and maintenance of the real-time HWIL facility at Building 5400 and the IV&V facility at the Software Engineering Directorate (SED) 2. Support coordination, delivery, and installation of software build deliveries and relevant mods 3. Attend meetings, VTCs, and/or telecons as requested in support of SIL installation/maintenance activities 4. Support configuration management and security certification programs, as requested 5. Support SIL activities related to integration/use of the RES/STG software at the CMDS SIL and UTTR						
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE				
To be specified in Sub-ESMs as required						
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required						
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***						
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	\$	\$	\$	\$	\$	\$
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPT'R/SUBCONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$
ESM MONITORS Raytheon IDS: [REDACTED] CMDS P.O.: [REDACTED]						
CONCURRENCE SIGNATURES:						
	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE		
ORIGINAL ISSUE						
REVISION "A"						
REVISION "B"		2/25/11		29 Mar 11		
REVISION "C"						
REVISION "D"						
REVISION "E"						
EXPLANATION OF REVISION: - Revision "A" : Changes estimated completion date to 09/30/11 and provides additional Labor/Non-Labor funding. NOTE: Additional Labor/Non-Labor funding provided covers performance during FY11. - Revision "B" : Provides additional Labor/Non-Labor funding. NOTE: Additional Labor/Non-Labor funding provided covers performance during FY11.						

ENGINEERING SERVICES MEMORANDUM

ESM NO.
EN10-01-01 "B"

DESCRIPTION OF PROPOSED WORK (CONT)

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. PM/CM10-01 "B"				
		DATE 03/24/11				
PROJECT TITLE JLENS Program Management / Configuration Management (Basic)	CONTRACT NO. W31P4Q-10-C-0003					
ESTIMATED COMPLETION DATE OF ESM 06/30/11	COST ACCOUNT					
DESCRIPTION OF PROPOSED WORK Performance of Program Management and Document / Configuration Management functions for the JLENS Engineering Services Program to include: Program Management Cost Control Develop support plan for ESMs and Sub-ESMs as required Document and deliver CDRLs Configuration Control ESMs shall be generated IAW the SOW. Cost and performance reports shall be provided IAW the SOW.						
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE				
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE						
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-678 ***						
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	\$	\$	\$	\$	\$	\$
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPTF/SUBCONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$
ESM MONITORS Raytheon IDS: [REDACTED] CMOS P.O.: [REDACTED]						
CONCURRENCE SIGNATURES:						
	RAYTHEON IDS	DATE	CMOS PROJECT OFFICE	DATE		
ORIGINAL ISSUE						
REVISION "A"						
REVISION "B"		3/24/11		29 Mar 11		
REVISION "C"						
REVISION "D"						
REVISION "E"						
EXPLANATION OF REVISION: Revision "A" - Changes Estimated Completion Date from 30 September 2010 to 31 March 2011 Revision "B" - Changes Estimated Completion Date from 31 March 2011 to 30 June 2011						

ENGINEERING SERVICES MEMORANDUM

ESM NO. **PM/CM10-01 "B"**

DESCRIPTION OF PROPOSED WORK (CONT)

MILESTONE PLAN (MEASURABLE TASKS ONLY)					
MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code COST-PLUS-Fixed-Fee	Page 1 Of 2
2. Amendment/Modification No. P00010	3. Effective Date MAY 17 2011	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0006 11	
6. Issued By US ARMY CONTRACTING COMMAND AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280	Code W31P40	7. Administered By (If other than Item 6) DOMA RAYTHEON TENKSUBURY 50 APPLE HILL DRIVE M/S T2FR2 TENKSUBURY MA 01076-1198	Code 82205A	
8. Name of Contractor (Company, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4408		SCD A PAS NONE ADP PT HQ0337	9A. Amendment Of Solicitation No.	
TYPE BUSINESS: Large Business Performing in U.S.			9B. Dated (See Item 11)	
Code 05716	Facility Code		10A. Modification Of Contract/Order No. W31P40-10-C-0003	
			10B. Dated (See Item 13) 2003MAR17	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
ACRN: AC NET INCREASE: \$261,439.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103 (a) (3)

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print) [Redacted]	16A. Name And Title Of Contracting Officer (Type or print) [Redacted]
15B. [Redacted Signature]	15C. Date Signed 17 MAY 2011
15D. [Redacted Signature]	16C. Date Signed May 17, 2011

NSN 7540-01-152-8070 30
PREVIOUS EDITIONS UNUSABLE
FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 8
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00010	
Name of Offeror or Contractor: RAYTHEON COMPANY			

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification(P00010) To contract W31P4Q-10-C-0003 is as follows:

a. To Re-align [REDACTED] Labor Hours (Engineering) from CLIN 0004 FY 12 Option to CLIN 0003 FY 11 Option. CLINs 0003 and 0004 Engineering Labor Hours (Remaining) Re-alignment is reflected below:

	From	Changed by	To
CLIN 0003	[REDACTED]	[REDACTED]	[REDACTED]
CLIN 0004	[REDACTED]	[REDACTED]	[REDACTED]

b. Pursuant to section H-7 to contract entitled "Options" the US Government hereby exercises [REDACTED] engineering services hours which are a portion of engineering services from CLIN 0003 and exercise [REDACTED] total Material/ODC Dollars from CLIN 0003.

A-2 As a result of this modification SLINS 0003AL and 0003AM are established in the total amount of [REDACTED] and are reflected as follows:

CLIN	ESM	PRON	HOURS	DOLLAR
0003AL	EN11-02	4M1MMICST2	[REDACTED]	[REDACTED]
0003AM	EN11-02	4M1MMICST2	[REDACTED]	[REDACTED]

For accomplishment of these tasks newly established SLINS: SLIN 0003AL for 1,476 hours in the amount of [REDACTED] with a period of performance from date of modification to 30 September 2011 and SLIN 0003AM for Material/ODC dollars in the total amount of [REDACTED] with a period of performance from date of modification to 30 September 2011.

A-3 As a result of this modification CLIN 0003 is revised to show the number of Hours and Material/ODC exercised under the range option. CLIN 0003 is reduced by [REDACTED] in Material/ODC FROM [REDACTED] CLIN 0003 is reduced by [REDACTED]

A-4 The breakout of hours and associated costs for CLINS 0003 and 0004 and SLINS 0003AL and 0003AM are reflected in section B of this Modification (P00010).

A-5 As a result of this modification, the total amount of the contract is increased by \$261,439 from \$3,871,987 to \$4,133,426.

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0010 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00010

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																			
0003	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY 11 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table border="0"> <tr> <td><u>FY11</u></td> <td><u>Labor</u></td> <td><u>Material</u></td> <td><u>Total</u></td> </tr> <tr> <td>PCL COST</td> <td colspan="3">[REDACTED]</td> </tr> <tr> <td>G&A</td> <td colspan="3">[REDACTED]</td> </tr> <tr> <td>TCL COST (W/O COM)</td> <td colspan="3">[REDACTED]</td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="3">[REDACTED]</td> </tr> <tr> <td>FEE</td> <td colspan="3">[REDACTED]</td> </tr> <tr> <td>CPFF</td> <td colspan="3">[REDACTED]</td> </tr> </table> <table border="0"> <tr> <td></td> <td><u>Hours</u></td> <td><u>Hours</u></td> </tr> <tr> <td><u>Description</u></td> <td><u>Hours</u></td> <td><u>Exercised Remaining</u></td> </tr> <tr> <td>PM/CM</td> <td colspan="2">[REDACTED]</td> </tr> <tr> <td>ENGINEERING</td> <td colspan="2">[REDACTED]</td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> <td colspan="2">[REDACTED]</td> </tr> <tr> <td>LOGISTICS</td> <td colspan="2">[REDACTED]</td> </tr> <tr> <td>TOTAL</td> <td colspan="2">[REDACTED]</td> </tr> </table> <table border="0"> <tr> <td></td> <td><u>Material</u></td> <td><u>Material</u></td> </tr> <tr> <td><u>Description</u></td> <td><u>Material</u></td> <td><u>Exercised Remaining</u></td> </tr> <tr> <td>ESTIMATED COST</td> <td colspan="2">[REDACTED]</td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="2">[REDACTED]</td> </tr> <tr> <td>FIXED FEE</td> <td colspan="2">[REDACTED]</td> </tr> <tr> <td>CPFF</td> <td colspan="2">[REDACTED]</td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p>(End of narrative B001)</p>	<u>FY11</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>	PCL COST	[REDACTED]			G&A	[REDACTED]			TCL COST (W/O COM)	[REDACTED]			COST OF MONEY	[REDACTED]			FEE	[REDACTED]			CPFF	[REDACTED]				<u>Hours</u>	<u>Hours</u>	<u>Description</u>	<u>Hours</u>	<u>Exercised Remaining</u>	PM/CM	[REDACTED]		ENGINEERING	[REDACTED]		PRODUCT ASSUR/TEST	[REDACTED]		LOGISTICS	[REDACTED]		TOTAL	[REDACTED]			<u>Material</u>	<u>Material</u>	<u>Description</u>	<u>Material</u>	<u>Exercised Remaining</u>	ESTIMATED COST	[REDACTED]		COST OF MONEY	[REDACTED]		FIXED FEE	[REDACTED]		CPFF	[REDACTED]					
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00010	Page 4 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
	<p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in support of the JLENS Engineering Services Contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 [REDACTED] 30-SEP-2011</p> <p style="text-align: center;">\$ [REDACTED]</p>									
0003AM	<p><u>FY11 OPTION ESM EN11-02 MATERIAL/ODC</u></p> <p>NOUN: MMI STUDY PHASE 1 - PRON: 4M1MMICST2 PRON AMD: 01 ACRN: AC AMS CD: 172419E5500</p> <p>Estimated Cost [REDACTED] COM [REDACTED] Fixed Fee [REDACTED] Total [REDACTED]</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>ESM</u></th> <th style="text-align: left;"><u>Description</u></th> <th style="text-align: left;"><u>HOURS</u></th> </tr> </thead> <tbody> <tr> <td>EN11-02</td> <td>Engineering Material/ODC</td> <td>N/A</td> </tr> </tbody> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Material/ODC in support of the JLENS Engineering Services Contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 [REDACTED] 30-SEP-2011</p> <p style="text-align: center;">\$ [REDACTED]</p>	<u>ESM</u>	<u>Description</u>	<u>HOURS</u>	EN11-02	Engineering Material/ODC	N/A			\$ [REDACTED]
<u>ESM</u>	<u>Description</u>	<u>HOURS</u>								
EN11-02	Engineering Material/ODC	N/A								

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIN W31P4Q-10-C-0003 MOD/AMD P00010

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p><u>FY12 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>FY12</u> <u>Labor</u> <u>Material</u> <u>Total</u></p> <p>PCL COST [REDACTED]</p> <p>G&A [REDACTED]</p> <p>TCL COST (W/O COM) [REDACTED]</p> <p>COST OF MONEY [REDACTED]</p> <p>FEE [REDACTED]</p> <p>CPFF [REDACTED]</p> <p style="text-align: center;"><u>Hours</u> <u>Hours</u></p> <p><u>Description</u> <u>Hours</u> <u>Exercised</u> <u>Remaining</u></p> <p>PM/CM [REDACTED]</p> <p>ENGINEERING [REDACTED]</p> <p>PRODUCT ASSUR/TEST [REDACTED]</p> <p>LOGISTICS [REDACTED]</p> <p>TOTAL [REDACTED]</p> <p style="text-align: center;"><u>Material</u> <u>Material</u></p> <p><u>Description</u> <u>Material</u> <u>Exercised</u> <u>Remaining</u></p> <p>ESTIMATED COST [REDACTED]</p> <p>COST OF MONEY [REDACTED]</p> <p>FIXED FEE [REDACTED]</p> <p>CPFF [REDACTED]</p> <p>COMPOSITE HOURLY RATE IS FOR [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 6 of 8
	PIIN/SHN W31P4Q-10-C-0003 MOD/AMD P00010	
Name of Offeror or Contractor: RAYTHEON COMPANY		

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG STAT	JO NO	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0003AL	4M1MMICST2 17241985500	1	14MJMM	AC	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
0003AM	4M1MMICST2 17241985500	1	14MJMM	AC	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
					NET CHANGE	\$ 261,439.00	

ACRN	ACCOUNTING CLASSIFICATION	W31G3H	INCREASE/ DECREASE
AC 21	12040000015L5L68P1724192516 S01021	W31G3H	\$ 261,439.00
NET CHANGE			\$ 261,439.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	3,871,987.00	\$ 261,439.00	\$ 4,133,426.00

LINE	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION
0003AL	AC 21	111220400000	W31G3H 15L5L681724198550025164M1MMICST2 14MJMM4M5 S01021
0003AM	AC 21	111220400000	W31G3H 15L5L681724198550025164M1MMICST2 14MJMM4M5 S01021

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 7 of 8

PIN/SIN W31P4Q-10-C-0003

MOD/AMD P00010

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 8
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00010	
Name of Offeror or Contractor: RAYTHEON COMPANY			

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0011	ENGINEERING SERVICE MEMORANDUM (ESM) EN11-02	16-MAY-2011	002	EMAIL

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM 54-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN11-02
		DATE 05/10/11
PROJECT TITLE [REDACTED]	CONTRACT NO. W31P4Q-10-C-0003	
ESTIMATED COMPLETION DATE OF ESM 09/30/11	COST ACCOUNT	
DESCRIPTION OF PROPOSED WORK [REDACTED]		
GOVERNMENT FURNISHED EQP # WENT	DATE REQUIRED	RETURN DATE
To be specified in Sub-ESMs as required		
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE		
To be specified in Sub-ESMs as required		
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***		
	ORIGINAL ISSUE	"A" CHANGE
	"B" CHANGE	"C" CHANGE
	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS		
DIRECT LABOR & BURDEN	\$	\$
MATERIAL	\$	\$
COMPT/R/SUBCONTR LBR	\$	\$
TRAVEL & PER DIEM	\$	\$
OTHER	\$	\$
TOTAL	\$	\$
ESM MONITORS		
Raytheon IDS: [REDACTED]	CMDS P.O.: [REDACTED]	
CONCURRENCE SIGNATURES:		
ORIGINAL ISSUE	RAYTHEON IDS: [REDACTED]	DATE: 5/10/11
REVISION "A"	[REDACTED]	DATE: 5/12/11
REVISION "B"		
REVISION "C"		
REVISION "D"		
REVISION "E"		
EXPLANATION OF REVISION:		

Sheet 1

JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0348
 MOD P00010
 ATTACHMENT 0011
 DATE: **MAY 17 2011**
 PAGE 1 OF 2

ENGINEERING SERVICES MEMORANDUM

ESM NO.
EN11-02

DESCRIPTION OF PROPOSED WORK (CONT)



MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0348
MOD P00010

ATTACHMENT 00121

DATE: **MAY 17 2011**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 7
2. Amendment/Modification No. P00011	3. Effective Date MAY 20 2011	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0006 11	
6. Issued By US ARMY CONTRACTING COMMAND [REDACTED] ARCOR CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5288 [REDACTED]	Code W31P4Q	7. Administered By (If other than Item 6) DOMA RAYTHEON TENKSBURY 50 APPLE HILL DRIVE M/S T2FR2 TENKSBURY MA 01876-1199		Code B2205A
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400		9A. Amendment Of Solicitation No. <input type="checkbox"/>		
TYPE BUSINESS: Large Business Performing in U.S. Code 05716 Facility Code		9B. Dated (See Item 11)		
		<input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. W31P4Q-10-C-0003		
		10B. Dated (See Item 13) 2603MAR17		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting And Appropriation Data (If required) ACRN: AC NET INCREASE: \$49,965.00				
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.				
KIND MOD CODE: G				
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In				
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).				
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103 (a) (3)				
<input type="checkbox"/> D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.				
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15. [REDACTED]		16A. Name And Title Of Contracting Officer (Type or print) [REDACTED]		16C. Date Signed May 20, 2011
NSN 7540-01-152-3070 PREVIOUS EDITIONS UNUSABLE		30-10 [REDACTED]		130 (REV. 10-83) FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 7
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00011	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification(P00011) To contract W31P4Q-10-C-0003 is as follows:

a. To Re-align 18 Labor Hours (Engineering) from CLIN 0004 FY 12 Option to CLIN 0003 FY 11 Option. CLINs 0003 and 0004 Engineering Labor Hours (Remaining) Re-alignment is reflected below:

	<u>From</u>	<u>Changed by</u>	<u>To</u>
CLIN 0003			
CLIN 0004			

b. Pursuant to section H-7 to contract entitled "Options" the US Government hereby exercises [REDACTED] which are a portion of engineering services from CLIN 0003 and exercise [REDACTED] total Material/ODC Dollars from CLIN 0003.

A-2 As a result of this modification SLINS 0003AN and 0003AP are established in the total amount of [REDACTED] and are reflected as follows:

<u>CLIN</u>	<u>ESM</u>	<u>PRON</u>	<u>HOURS</u>	<u>DOLLAR</u>
0003AN	EN11-03	4M1J740400		
0003AP	EN11-03	4M1J740400		

For accomplishment of these tasks newly established SLINS: SLIN 0003AN for [REDACTED] hours in the amount of [REDACTED] with a period of performance from date of modification to 30 June 2011 and SLIN 0003AP for Material/ODC dollars in the total amount of [REDACTED] with a period of performance from date of modification to 30 June 2011.

A-3 As a result of this modification CLIN 0003 is revised to show the number of Hours and Material/ODC exercised under the range option. CLIN 0003 is reduced by [REDACTED] in Material/ODC FROM [REDACTED] CLIN 0003 is reduced by [REDACTED]

A-4 The breakout of hours and associated costs for CLINS 0003 and 0004 and SLINS 0003AN and 0003AP are reflected in section B of this Modification (P00011).

A-5 As a result of this modification, the total amount of the contract is increased by \$49,965 from \$4,133,426 to \$4,183,391.

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0011 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00011	Page 3 of 7
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																			
0003	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY 11 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>FY11</u></td> <td style="width:15%;"><u>Labor</u></td> <td style="width:15%;"><u>Material</u></td> <td style="width:15%;"><u>Total</u></td> <td style="width:15%;"></td> <td style="width:15%;"></td> </tr> <tr> <td>PCL COST</td> <td colspan="5" rowspan="5" style="background-color: black;"></td> </tr> <tr> <td>G&A</td> </tr> <tr> <td>TCL COST (W/O COM)</td> </tr> <tr> <td>COST OF MONEY</td> </tr> <tr> <td>FEE</td> </tr> <tr> <td>CPFF</td> <td colspan="5"></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%; text-align: center;"><u>Hours</u></td> <td style="width:15%; text-align: center;"><u>Hours</u></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> </tr> <tr> <td><u>Description</u></td> <td style="text-align: center;"><u>Hours</u></td> <td style="text-align: center;"><u>Exercised</u></td> <td style="text-align: center;"><u>Remaining</u></td> <td></td> <td></td> </tr> <tr> <td>PM/CM</td> <td colspan="4" rowspan="4" style="background-color: black;"></td> </tr> <tr> <td>ENGINEERING</td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> </tr> <tr> <td>LOGISTICS</td> </tr> <tr> <td>TOTAL</td> <td colspan="4"></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%; text-align: center;"><u>Material</u></td> <td style="width:15%; text-align: center;"><u>Material</u></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> </tr> <tr> <td><u>Description</u></td> <td style="text-align: center;"><u>Material</u></td> <td style="text-align: center;"><u>Exercised</u></td> <td style="text-align: center;"><u>Remaining</u></td> <td></td> <td></td> </tr> <tr> <td>ESTIMATED COST</td> <td colspan="4" rowspan="4" style="background-color: black;"></td> </tr> <tr> <td>COST OF MONEY</td> </tr> <tr> <td>FIXED FEE</td> </tr> <tr> <td>CPFF</td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>	<u>FY11</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>			PCL COST						G&A	TCL COST (W/O COM)	COST OF MONEY	FEE	CPFF							<u>Hours</u>	<u>Hours</u>				<u>Description</u>	<u>Hours</u>	<u>Exercised</u>	<u>Remaining</u>			PM/CM					ENGINEERING	PRODUCT ASSUR/TEST	LOGISTICS	TOTAL						<u>Material</u>	<u>Material</u>				<u>Description</u>	<u>Material</u>	<u>Exercised</u>	<u>Remaining</u>			ESTIMATED COST					COST OF MONEY	FIXED FEE	CPFF	[REDACTED]	HR	\$	[REDACTED]
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Name of Offeror or Contractor: RAYTHEON COMPANY

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001	[REDACTED]	30-JUN-2011																					
0003AP	<p><u>FY11 OPTION ESM EN11-03 MATERIAL/ODC</u></p> <p>NOUN: [REDACTED] PRON: 4MLJ740400 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p> <p>Estimated Cost [REDACTED] COM [REDACTED] Fixed Fee [REDACTED] Total [REDACTED]</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><u>ESM</u></td> <td style="width: 50%;"><u>Description</u></td> <td style="width: 40%;"><u>Hours</u></td> </tr> <tr> <td>EN11-03</td> <td>Engineering Material/ODC</td> <td>N/A</td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Material/ODC in support of the JLENS Engineering Services Contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>DLVR SCH</u></td> <td style="width: 35%;"></td> <td style="width: 15%;"><u>PERF COMPL</u></td> <td style="width: 35%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td>30-JUN-2011</td> <td></td> </tr> </table> <p style="margin-left: 40px;">\$ [REDACTED]</p>	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	EN11-03	Engineering Material/ODC	N/A	<u>DLVR SCH</u>		<u>PERF COMPL</u>		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	[REDACTED]	30-JUN-2011			HR		\$ [REDACTED]
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00011	Page 5 of 7
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																															
0004	<p><u>FY12 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>FY12</u> <u>Labor</u> <u>Material</u> <u>Total</u></p> <p>PCL COST [REDACTED]</p> <p>G&A [REDACTED]</p> <p>TCL COST (W/O COM) [REDACTED]</p> <p>COST OF MONEY [REDACTED]</p> <p>FEE [REDACTED]</p> <p>CPFF [REDACTED]</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;"></th> <th style="width: 10%; text-align: center;">Hours</th> <th style="width: 10%; text-align: center;">Hours</th> <th style="width: 10%;"></th> </tr> <tr> <th style="text-align: left;"><u>Description</u></th> <th style="text-align: center;"><u>Hours</u></th> <th style="text-align: center;"><u>Exercised</u></th> <th style="text-align: center;"><u>Remaining</u></th> </tr> </thead> <tbody> <tr> <td>PM/CM</td> <td colspan="3" rowspan="5">[REDACTED]</td> </tr> <tr> <td>ENGINEERING</td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> </tr> <tr> <td>LOGISTICS</td> </tr> <tr> <td>TOTAL</td> </tr> </tbody> </table> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 10%; text-align: center;">Material</th> <th style="width: 10%; text-align: center;">Material</th> <th style="width: 20%;"></th> </tr> <tr> <th style="text-align: left;"><u>Description</u></th> <th style="text-align: center;"><u>Material</u></th> <th style="text-align: center;"><u>Exercised</u></th> <th style="text-align: center;"><u>Remaining</u></th> </tr> </thead> <tbody> <tr> <td>ESTIMATED COST</td> <td colspan="3" rowspan="4">[REDACTED]</td> </tr> <tr> <td>COST OF MONEY</td> </tr> <tr> <td>FIXED FEE</td> </tr> <tr> <td>CPFF</td> </tr> </tbody> </table> <p>COMPOSITE HOURLY RATE IS FOR [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>		Hours	Hours		<u>Description</u>	<u>Hours</u>	<u>Exercised</u>	<u>Remaining</u>	PM/CM	[REDACTED]			ENGINEERING	PRODUCT ASSUR/TEST	LOGISTICS	TOTAL		Material	Material		<u>Description</u>	<u>Material</u>	<u>Exercised</u>	<u>Remaining</u>	ESTIMATED COST	[REDACTED]			COST OF MONEY	FIXED FEE	CPFF				
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT JO NO ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0003AN	4M1J740400 172419E5551	1 14MJLE AC	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
0003AP	4M1J740400 172419E5551	1 14MJLE AC	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
			NET CHANGE \$	49,965.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AC 21	12040000015L5L68P1724192516 S01021 W31G3H	\$ 49,965.00
		NET CHANGE \$ 49,965.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	4,133,426.00	\$ 49,965.00	\$ 4,183,391.00

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION
0003AN	AC 21	111220400000 W31G3H 15L5L68172419E555125164M1J740400 14MJLE4M5 S01021
0003AP	AC 21	111220400000 W31G3H 15L5L68172419E555125164M1J740400 14MJLE4M5 S01021

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00011	Page 7 of 7
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0012	ENGINEERING SERVICES MEMORANDUM EN11-03	19-MAY-2011	002	EMAIL

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM 58-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN11-03				
		DATE 04/05/11				
PROJECT TITLE [REDACTED]	CONTRACT NO. W31P4Q-10-C-0003					
ESTIMATED COMPLETION DATE OF ESM 6/30/11	COST ACCOUNT					
DESCRIPTION OF PROPOSED WORK [REDACTED]						
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN			
To be specified in Sub-ESMs as required						
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required						
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***						
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN \$		\$	\$	\$	\$	\$
MATERIAL \$		\$	\$	\$	\$	\$
COMPTR/SUBCONTR LBR \$		\$	\$	\$	\$	\$
TRAVEL & PER DIEM \$		\$	\$	\$	\$	\$
OTHER \$		\$	\$	\$	\$	\$
TOTAL \$		\$	\$	\$	\$	\$
ESM MONITORS Raytheon IDS: [REDACTED]				CMDS P.O.: [REDACTED]		
CONCURRENCE SIGNATURES:						
		DATE		DATE		
ORIGINAL ISSUE		4/5/11		4/25/11		
REVISION "A"						
REVISION "B"						
REVISION "C"						
REVISION "D"						
REVISION "E"						
EXPLANATION OF REVISION:						

Sheet 1

JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0348
 MOD P00011
 ATTACHMENT 0012
 DATE: **MAY 20 2011**
 PAGE 1 OF 2

ENGINEERING SERVICES MEMORANDUM

ESM NO.
EN11-03

DESCRIPTION OF PROPOSED WORK (CONT)					

Sheet 2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 7
2. Amendment/Modification No. P00012		Effective Date JUN 09 2011	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0007 11
6. Issued By US ARMY CONTRACTING COMMAND ANCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280		Code N31P4Q	7. Administered By (If other than Item 6) DCHA RAYTHEON TEWKSBURY 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876-1198 Code 82205A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400		Code 05716	Facility Code	9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. N31P4Q-10-C-0003 10B. Dated (See Item 13) 2003MAR17
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting And Appropriation Data (If required) ACRN: AC NET INCREASE: \$285,639.00				
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.				
KIND MOD CODE: G				
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____ The Contract/Order No. In Item 10A.				
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).				
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103 (A) (3)				
<input type="checkbox"/> D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.				
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. Name And Title Of Issuing Office (Type or print)			16A. Name And Title Of Contracting Officer (Type or print)	
15B. _____			16B. _____	
15C. Date Signed 09 JUN 2011			16C. Date Signed Jun 2011	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE			30. _____ (REV. 10-83) (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 7
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00012	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification(P00012) To contract W31P4Q-10-C-0003 is as follows:

Pursuant to section H-7 to contract entitled "Options" the US Government hereby exercises [REDACTED] (Logistics) engineering services hours which are a portion of engineering services from CLIN 0003 and exercise [REDACTED] total Material/ODC Dollars from CLIN 0003. Material/ODC Dollars in the amount of [REDACTED] are hereby re-aligned from CLIN 0006 to CLIN 0003 to exercise options on this Mod P00012.

A-2 As a result of this modification SLINS 0003AQ and 0003AR are established in the total amount of [REDACTED] and are reflected as follows:

<u>CLIN</u>	<u>ESM</u>	<u>PRON</u>	<u>HOURS</u>	<u>DOLLAR</u>
0003AQ	LOG11-02	4M1J740900	[REDACTED]	[REDACTED]
0003AR	LOG11-02	4M1J740900	[REDACTED]	[REDACTED]

For accomplishment of these tasks newly established SLINS: SLIN 0003AQ for [REDACTED] in the amount of [REDACTED] with a period of performance from date of modification to 30 September 2011 and SLIN 0003AR for Material/ODC dollars in the total amount of [REDACTED] with a period of performance from date of modification to 30 September 2011.

A-3 As a result of this modification CLIN 0003 is revised to show the number of Hours and Material/ODC exercised under the range option. CLIN 0003 is reduced by [REDACTED] in Material/ODC FROM [REDACTED] CLIN 0003 is reduced by [REDACTED] Logistics Hours from [REDACTED]

A-4 The breakout of hours and associated costs for CLINS 0003 and 0006 and SLINS 0003AR and 0003AQ are reflected in section B of this Modification (P00012).

A-5 As a result of this modification, the total amount of the contract is increased by \$285,639 from \$4,183,391 to \$4,469,030.

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0012 ***

CONTINUATION SHEET		Reference No. of Document Being Continued PHN/SIIN W31P4Q-10-C-0003 MOD/AMD P00012		Page 3 of 7																																																																																																																									
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W31P4Q-10-C-0003 MOD/AMD P00012	Page 4 of 7
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0003AR	<p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in support of the JLENS Engineering Services Contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 [REDACTED] 30-SEP-2011</p> <p style="text-align: center;">\$ [REDACTED]</p> <p><u>FY11 OPTION ESM LOG11-02 MATERIAL/ODC</u></p> <p>NOUN: PERFORM INTERIM SPT PRON: 4MLJ740900 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p> <p>Estimated Cost [REDACTED] COM [REDACTED] Fixed Fee [REDACTED]</p> <p>Total [REDACTED]</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: left;"><u>ESM</u></td> <td style="text-align: left;"><u>Description</u></td> <td style="text-align: left;"><u>Hours</u></td> </tr> <tr> <td>EN11-02</td> <td>Logistics Material/ODC</td> <td>N/A</td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Material/ODC in support of the JLENS Engineering Services Contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 [REDACTED] 01-JUN-2011</p> <p style="text-align: center;">\$ [REDACTED]</p>	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	EN11-02	Logistics Material/ODC	N/A				\$ [REDACTED]
<u>ESM</u>	<u>Description</u>	<u>Hours</u>									
EN11-02	Logistics Material/ODC	N/A									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00012

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																						
0006	<p><u>FY14 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table border="0"> <tr> <td><u>FY14</u></td> <td><u>Labor</u></td> <td><u>Material</u></td> <td><u>Total</u></td> </tr> <tr> <td>PCL COST</td> <td colspan="3" rowspan="6"></td> </tr> <tr> <td>G&A</td> </tr> <tr> <td>TCL COST (W/O COM</td> </tr> <tr> <td>COST OF MONEY</td> </tr> <tr> <td><u>FEE</u></td> </tr> <tr> <td>CPFF</td> </tr> </table> <table border="0"> <tr> <td></td> <td><u>Hours</u></td> <td><u>Hours</u></td> </tr> <tr> <td><u>Description</u></td> <td><u>Hours</u></td> <td><u>Exercised Remaining</u></td> </tr> <tr> <td>PN/CM</td> <td colspan="2" rowspan="5"></td> </tr> <tr> <td>ENGINEERING</td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> </tr> <tr> <td>LOGISTICS</td> </tr> <tr> <td>TOTAL</td> </tr> </table> <table border="0"> <tr> <td></td> <td><u>Material</u></td> <td><u>Material</u></td> </tr> <tr> <td><u>Description</u></td> <td><u>Material</u></td> <td><u>Exercised Remaining</u></td> </tr> <tr> <td>ESTIMATED COST</td> <td colspan="2" rowspan="4"></td> </tr> <tr> <td>COST OF MONEY</td> </tr> <tr> <td><u>FIXED FEE</u></td> </tr> <tr> <td>CPFF</td> </tr> </table> <p>(End of narrative B001)</p>	<u>FY14</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>	PCL COST				G&A	TCL COST (W/O COM	COST OF MONEY	<u>FEE</u>	CPFF		<u>Hours</u>	<u>Hours</u>	<u>Description</u>	<u>Hours</u>	<u>Exercised Remaining</u>	PN/CM			ENGINEERING	PRODUCT ASSUR/TEST	LOGISTICS	TOTAL		<u>Material</u>	<u>Material</u>	<u>Description</u>	<u>Material</u>	<u>Exercised Remaining</u>	ESTIMATED COST			COST OF MONEY	<u>FIXED FEE</u>	CPFF				
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W31P4Q-10-C-0003 MOD/AMD P00012	Page 6 of 7
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE <u>ITEM</u>	PRON/ AMS CD/ <u>MIPR</u>	OBLG <u>STAT</u>	<u>JO NO</u>	<u>ACRN</u>	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0003AQ	4MLJ740900 172419E5551	1	14MJLE	AC	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
0003AR	4MLJ740900 172419E5551	1	14MJLE	AC	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
					NET CHANGE \$	285,639.00	

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	INCREASE/ DECREASE
AC 21 12040000015L5L68P1724192516 S01021	W31G3H	\$ 285,639.00
NET CHANGE \$		285,639.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	4,183,391.00	\$ 285,639.00	\$ 4,469,030.00

LINE <u>ITEM</u>	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>
0003AQ	AC 21 111220400000	W31G3H 15L5L68172419E555125164M1J740900 14MJLE4M5 S01021
0003AR	AC 21 111220400000	W31G3H 15L5L68172419E555125164M1J740900 14MJLE4M5 S01021

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 7 of 7

PIN/SIN W31P4Q-10-C-0003

MOD/AMD P00012

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0013	ENGINEERING SERVICES MEMORANDUM (ESM) LOG11-02	08-JUN-2011	003	EMAIL

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. LOG11-02				
		DATE 06/01/11				
PROJECT TITLE Perform Interim Support Business Case Analysis (BCA)	CONTRACT NO. W31P4Q-10-C-0003					
ESTIMATED COMPLETION DATE OF ESM 09/30/11	COST ACCOUNT					
DESCRIPTION OF PROPOSED WORK The purpose of JLENS Interim Support is to provide total or partial logistics support until a formal, long term government maintenance capability is developed. As required by the Government, JLENS Interim Support may include all services, supplies, and management necessary to field, operate, maintain and support the JLENS SDD Orbits 1 and 2 after their acceptance by the Government. Interim support tasks may include site development, system deployment, installation, field and depot level support, Field Support Representatives (FSRs), stock, storage and issuance of spares and repair parts, the providing of an Inventory Control Point, system upgrades (ECPs) for growth/technology insertion, software maintenance/updates, training, training support and updates to existing training material, updates to technical documentation, and necessary project management, systems engineering and configuration management activities. To cost effectively develop and execute interim support consistent with the mission and operations requirements and sustainment metrics defined by the Government, modeling and simulation, analyses, and trade studies will be performed as part of a (continued below)						
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE				
To be specified in Sub-ESMs as required						
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required						
ESTIMATED COST	*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***					
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPTFR/SUBCONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$
ESM MONITORS Raytheon IDS: [REDACTED] CMDS P.O.: [REDACTED]						
CONCURRENCE SIGNATURES:						
ORIGINAL ISSUE	[REDACTED]	DATE	[REDACTED]	CMDS PROJECT OFFICE	[REDACTED]	DATE
REVISION "A"	[REDACTED]	6/1/11	[REDACTED]	[REDACTED]	[REDACTED]	6/1/11
REVISION "B"	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	
REVISION "C"	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	
REVISION "D"	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	
REVISION "E"	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	
EXPLANATION OF REVISION:						

ENGINEERING SERVICES MEMORANDUM

ESM NO. **LOG11-02**

DESCRIPTION OF PROPOSED WORK (CONT)

Business Case Analysis (BCA). Per the Army's Business Case Analysis Policy (dated 8/18/05), a BCA provides a comprehensive examination of the expected benefits, costs, and savings that would result from the implementation of alternative product support strategies. The BCA will assess the feasibility of pursuing potential JLENS Interim Support sourcing/support alternatives for Orbits 1 and 2 and will include the following tasks::

a. Define Mission/Operations Requirements and Sustainment Metrics

Provide assistance to the Government in developing, and then document the mission, CONOPS, and operations requirements for SDD Orbits 1 and 2 at their defined deployment sites. Provide assistance to the Government in updating (as required) the Key Performance Parameter/Key System Attribute (KPP/KSA) parameters for the JLENS sustainment system. These KPP/KSA parameters may include Materiel Availability, Materiel Reliability, Mean Down Time, Materiel Ownership Cost and/or additional sustainment enabler metrics

b. Perform Sustainment and Modeling Simulations

Modeling and Simulations (M&S) are effective tools in the supportability analysis and evaluation process because all the sustainment/materiel readiness driver metrics and costs can be considered in parallel. Consequently, the sustainment M&S objective will be to use validated models to consider materiel availability/readiness implications and nonrecurring and recurring life cycle costs when assessing the merits of sustainment alternatives. The support environments for SDD Orbits 1 and 2 will be optimized for speed of deployment, readiness, and cost by a) developing a system dynamic model that focuses on interdependencies, feedback effects, time dependencies, causal relationships, and trends to simulate the real world of a deployed JLENS system and b) updating the existing JLENS life cycle cost model.

c. Perform Supportability Requirements Definition

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the required maintenance and sustainment concepts and the systems' physical, maintenance and operational environments. Develop and document an optimized manpower and personnel staffing approach and minimal logistics footprint.

d. Perform Depot Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the optimum approach to the sustainment supply chain (i.e. Government, OEM, or 3PL), depot logistics (transportation, warehousing, cross-docking, inventory management, packaging, and freight forwarding), depot operations (i.e. Organic, PPL, OEM, or COTS vendors), and FRACAS process.

(continued below)

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

e. Perform Support System Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, determine and document the best fit interim support contracting approach most likely to achieve the Government's readiness and cost requirements for SDD Orbits 1 and 2. Perform and document trade-offs to determine the optimum approach to configuration management, sparing and repairs, asset visibility, support and test equipment, training and technical documentation, reachback and software support.

f. Perform Site and Facilities Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the optimum approach to packing and shipping, site preparation and installation, security, facilities, operations, maintenance, and administrative staffing, and site communications.

g. Perform Sensitivity and Risk Analyses and Develop Conclusions and Recommendations

Conduct a sensitivity analysis to determine how much each alternative must change in certain key areas or variables to be preferred over the best alternative. Make a risk assessment to determine potential interim support problem areas, the likelihood of these problems occurring, and mitigation strategies. Perform a final assessment of the BCA results and provide a recommended approach for JLENS Orbits 1 and 2 interim support.

The BCA will be documented according to the Army's Business Case Analysis Policy and per the following outline:

- I. Executive Summary
- II. Introduction/Overview
- III. Methods and Assumptions
- IV. Business Impacts
- V. Sensitivity and Risks
- VI. Conclusions and Recommendations

The Interim Support Business Case Analysis will be conducted in two phases. Phase I will be a limited scope BCA intended to provide recommendations to the JPO on interim support options. It is the starting point in the process of evaluating and selecting sourcing/support alternatives. A follow on Phase II BCA will build on the initial limited scope BCA, evaluating the interim support options approved by the JPO and providing specific interim support recommendations. This initial ESM is to fund the Phase I, limited scope BCA.

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		I. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 8
2. Amendment/Modification No. P00013	3. Effective Date JUN 15 2011	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0008 11
6. Issued By US ARMY CONTRACTING COMMAND [REDACTED] ARLOR CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280 [REDACTED]	Code W31P4Q	7. Administered By (If other than Item 6) DCMA RAYTHEON TEWKSBURY 50 APPLE HILL DRIVE N/S T2FR2 TEWKSBURY MA 01876-1198	Code S2205A
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400		9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W31P4Q-10-C-0003 10B. Dated (See Item 13) 2003MAR17	
TYPE BUSINESS: Large Business Performing in U.S. Code 05716 Facility Code		SCD A PAS NONE ADP PT HQ0337	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 13, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. Accounting And Appropriation Data (If required) ACRN: AC NET INCREASE: \$509,242.00			
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.			
KIND MOD CODE: G			
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____ The Contract/Order No. In Item 10A.			
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).			
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103 (a) (3)			
<input type="checkbox"/> D. Other (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.			
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION			
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
[REDACTED]			
15B. [REDACTED]	15C. Date Signed 15 JUN 2011	16C. Date Signed 15 June 2011	
NSN 75-40-01-162-8070 PREVIOUS EDITIONS UNUSABLE		130 (REV. 10-83) FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PHIN/SHIN W31P4Q-10-C-0003 MOD/AMD P00013	Page 2 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification(P00012) To contract W31P4Q-10-C-0003 is as follows:

Pursuant to section H-7 to contract entitled "Options" the US Government hereby exercises ██████ logistics hours which are a portion of engineering services from CLIN 0003 and exercise ██████ total Material/ODC Dollars from CLIN 0003. Material/ODC Dollars in the amount of ██████ are hereby re-aligned from CLIN 0006 to CLIN 0003 to exercise options on this Mod P00012. A total of ██████ Logistics hours are hereby re-aligned from CLIN 0004 to CLIN 0003 to exercise options on this Mod P00012.

A-2 As a result of this modification SLINS 0003AS and 0003AT are established in the total amount of ██████ and are reflected as follows:

<u>CLIN</u>	<u>ESM</u>	<u>PRON</u>	<u>HOURS</u>	<u>DOLLAR</u>
0003AS	LOG11-01	4M1J740700	██████████	██████████
0003AT	LOG11-01	4M1J740700	██████████	██████████

For accomplishment of these tasks newly established SLINS: SLIN 0003AS for ██████ hours in the amount of ██████ with a period of performance from date of modification to 30 September 2011 and SLIN 0003AT for Material/ODC dollars in the total amount of ██████ with a period of performance from date of modification to 30 September 2011.

A-3 As a result of this modification CLIN 0003 is revised to show the number of Hours and Material/ODC exercised under the range option. CLIN 0003 is reduced by ██████ in Material/ODC FROM ██████ CLIN 0003 is reduced by ██████ logistics Hours from ██████

A-4 The breakout of hours and associated costs for CLINS 0003, 0004 and 0006 and SLINS 0003AS and 0003AT are reflected in section B of this Modification (P00012).

A-5 As a result of this modification, the total amount of the contract is increased by \$509,342 from \$4,469,030 to \$4,978,372.

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0013 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00013	Page 3 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																																																								
0003	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY 11 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>FY11</u></td> <td style="width: 15%;"><u>Labor</u></td> <td style="width: 15%;"><u>Material</u></td> <td style="width: 15%;"><u>Total</u></td> <td></td> <td></td> </tr> <tr> <td>PCL COST</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>G&A</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TCL COST (W/O COM</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>COST OF MONEY</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>FEE</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>CPFF</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;"><u>Hours</u></td> <td style="text-align: center;"><u>Hours</u></td> <td style="text-align: center;"><u>Hours</u></td> <td></td> <td></td> </tr> <tr> <td><u>Description</u></td> <td style="text-align: center;"><u>Hours</u></td> <td style="text-align: center;"><u>Exercised</u></td> <td style="text-align: center;"><u>Remaining</u></td> <td></td> <td></td> </tr> <tr> <td>PM/CM</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>ENGINEERING</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>LOGISTICS</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;"><u>Material</u></td> <td style="text-align: center;"><u>Material</u></td> <td style="text-align: center;"><u>Material</u></td> <td style="text-align: center;"><u>Material</u></td> <td></td> </tr> <tr> <td><u>Description</u></td> <td style="text-align: center;"><u>Material</u></td> <td style="text-align: center;"><u>Exercised</u></td> <td style="text-align: center;"><u>Remaining</u></td> <td></td> <td></td> </tr> <tr> <td>ESTIMATED COST \$</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>COST OF MONEY</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>FIXED FEE</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>CPFF \$</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>	<u>FY11</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>			PCL COST						G&A						TCL COST (W/O COM						COST OF MONEY						<u>FEE</u>						CPFF							<u>Hours</u>	<u>Hours</u>	<u>Hours</u>			<u>Description</u>	<u>Hours</u>	<u>Exercised</u>	<u>Remaining</u>			PM/CM						ENGINEERING						PRODUCT ASSUR/TEST						<u>LOGISTICS</u>						TOTAL							<u>Material</u>	<u>Material</u>	<u>Material</u>	<u>Material</u>		<u>Description</u>	<u>Material</u>	<u>Exercised</u>	<u>Remaining</u>			ESTIMATED COST \$						COST OF MONEY						<u>FIXED FEE</u>						CPFF \$						[REDACTED]	HR	\$ [REDACTED]	[REDACTED]
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CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00013	Page 4 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00013	Page 5 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>LOGISTICS [REDACTED]</p> <p>TOTAL [REDACTED]</p> <p align="center">Material Material</p> <p>Description Material Exercised Remaining</p> <p>ESTIMATED COST [REDACTED]</p> <p>COST OF MONEY [REDACTED]</p> <p>FIXED FEE [REDACTED]</p> <p>CPPF [REDACTED]</p> <p align="center">(End of narrative B001)</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00013	Page 7 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT	JO NO	ACRN		PRIOR AMOUNT	INCREASE/ DECREASE		CUMULATIVE AMOUNT
0003AS	4M1J740700 172419E5551	1	14MJLE	AC	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
0003AT	4M1J740700 172419E5551	1	14MJLE	AC	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
						NET CHANGE	\$	509,342.00	

ACRN	ACCOUNTING CLASSIFICATION			INCREASE/ DECREASE
AC	21 12040000015L5L68P1724192516	S01021	W31G3H	\$ 509,342.00
				NET CHANGE \$ 509,342.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 4,469,030.00	\$ 509,342.00	\$ 4,978,372.00

LINE ITEM	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION			
0003AS	AC	21	111220400000	W31G3H	15L5L68172419E555125164M1J740700	14MJLE4M5 S01021
0003AT	AC	21	111220400000	W31G3H	15L5L68172419E555125164M1J740700	14MJLE4M5 S01021

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 8
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00013	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0014	ENGINEERING SERVICES MEMORANDUM (ES) LOG11-01	14-JUN-2011	002	EMAIL

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. LOG11-01 DATE 05/24/11
PROJECT TITLE Provide JLENS Pre-LRIP Whole Life Availability Management		CONTRACT NO. W31P4Q-10-C-0003
ESTIMATED COMPLETION DATE OF ESM 09/30/11		COST ACCOUNT
DESCRIPTION OF PROPOSED WORK JLENS Whole Life Availability Management includes ongoing, pre-LRIP review, identification and mitigation analyses of actual and potential availability risks that will impact production of the system over the contract period of performance as well as initial sustainment as of sell-off. Availability Management will effectively integrate parts availability, COTS EOL (End Of Life) & EOSL (End Of Service Life), interchangeability and substitutability, part replacement locating, supplier interface, technology insertion, reliability performance, and inventory management. JLENS Availability Management consists of four components: 1) Availability Management planning, 2) development and coordination of mitigation strategies, 3) transfer of Availability Management results to JPO for incorporation into their controlled website and 4) delivery of Availability Management planning and assessment reports. (continued below)		
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE
To be specified in Sub-ESMs as required		
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required		
*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***		
ESTIMATED COST	ORIGINAL ISSUE	"A" CHANGE
	"B" CHANGE	"C" CHANGE
	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS		
DIRECT LABOR & BURDEN	\$	\$
MATERIAL	\$	\$
COMPTER/SUBCONTR LBR	\$	\$
TRAVEL & PER DIEM	\$	\$
OTHER	\$	\$
TOTAL	\$	\$
ESM MONITORS Raytheon ICS: [Redacted] CMDS P.O.: [Redacted]		
CONCURRENCE SIGNATURES:		
ORIGINAL ISSUE	DATE	CMDS PROJECT OFFICE DATE
REVISION "A"	24 MAY 11	24 May 11
REVISION "B"		
REVISION "C"		
REVISION "D"		
REVISION "E"		
EXPLANATION OF REVISION:		

ENGINEERING SERVICES MEMORANDUM

ES&M NO.
LOG11-01

DESCRIPTION OF PROPOSED WORK (CONT)

1. Perform Availability Management Planning

Organization of tasks required to perform Availability Management in preparation for JLENS LRIP. Includes scheduling, prioritization, migration of lessons learned, system level oversight of End of Life/End of Service Life (EOL/EOSL) thresholds for all externally procured and internally fabricated Lowest Replaceable Units(LRUs) throughout the system's POP (March 2011- May 2012). Also includes establishment and oversight of system Availability Risk Level (ARL) and development and implementation of asset availability and obsolescence mitigation strategies. Additionally provide Availability Management lead role, EVMS management, and customer interface.

2. Coordinate Mitigation Strategies

Coordinate mitigation strategies for parts obsolescence and availability issues as they arise during the Pre-LRIP phase of the program. Coordinate Rapid Response Team action items to support Investigation Requests (IR). Address problematic design issues as requested by the Subject Matter Experts (SMEs).

Provide Availability Management program meeting support by preparing for and attending weekly program support meetings, design reviews, IPDS reviews, system reviews, team meetings, and any other regularly scheduled program meetings and events as required. Provide weekly and monthly subcontractor progress reviews and attend customer Monthly meeting (VTC or Teleconference). As required obtain SME support from subcontractors TCOM and Raytheon SAS .

3. Periodic Transfer of Data to JPO to Incorporate Into Their Controlled Website

Accommodate web based reporting needs of JLENS program. Task to include the expansion of the current reporting capabilities within the Availability Dashboard. This task requires incorporation of all pertinent LRIP data structures and inputs into current reporting databases. Availability management data can be periodically (i.e. daily, weekly, etc.) transferred to JPO for incorporation into their controlled website.

4. Deliver Planning and Assessment Reports

Prepare monthly availability assessment reports and weekly Availability Management highlights to summarize activities and accomplishments. Inputs include tasks, status, and issues encountered during previous period. Deliver final summary availability assessment report at completion of contract period.

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 5
2. Amendment/Modification No. P00014	3. Effective Date JUN 30 2011	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0008 11	
6. Issued By US ARMY CONTRACTING COMMAND [REDACTED] ANCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280 [REDACTED]	Code W31P40	7. Administered By (If other than Item 6) DCMA RAYTHEON TOWNSBURY 50 APPLE HILL DRIVE M/S T2FR2 TOWNSBURY MA 01876-1198		Code S2205A
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400		9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W31P40-10-C-0003 10B. Dated (See Item 13) 2003MAR17		
TYPE BUSINESS: Large Business Performing in U.S. Code 05716 Facility Code		SCD A PAS NONE ADP PT HQ0337		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

- A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print) [REDACTED]	16A. Name And Title Of Contracting Officer (Type or print) [REDACTED]
15B. Code [REDACTED]	15C. Date Signed 30 JUN 2011
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE	30-18 [REDACTED]

15C. Date Signed
[Signature]
30 JUN 2011
30 (REV. 10-83)
48 CFR 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued PHIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00014	Page 2 of 5
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification(P00014) To contract W31P4Q-10-C-0003 is as follows:

A. To change the Performance Completion Dates (PCD) as follows:

	<u>From</u>	<u>To</u>
SLIN 0001AA	30 JUNE 2011	30 SEPTEMBER 2011
SLIN 0001AB	30 JUNE 2011	30 SEPTEMBER 2011
SLIN 0002AC	30 SEPTEMBER 2011	31 MARCH 2012
SLIN 0002AD	30 SEPTEMBER 2011	31 MARCH 2012
SLIN 0003AA	30 SEPTEMBER 2011	31 MARCH 2012
SLIN 0003AB	30 SEPTEMBER 2011	31 MARCH 2012
SLIN 0003AN	30 JUNE 2011	31 AUGUST 2011
SLIN 0003AP	30 JUNE 2011	31 AUGUST 2011

A-2 The Performance Completion Dates for the SLINs above are hereby reflected in Section B narrative of this modification (P00014).

A-3 As a result of this modification, the total amount of the contract is unchanged and remains at a total amount of \$4,978,372.

A-4 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0014 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00014	Page 3 of 5
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY10 BASIC ESM PM/CM10-01 LABOR</u></p> <p>NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">DLVR SCH</td> <td style="width: 40%;"></td> <td style="width: 15%;">PERF COMPL</td> <td style="width: 30%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td>30-SEP-2011</td> <td></td> </tr> </table> <p style="margin-left: 40px;">\$ [REDACTED]</p>	DLVR SCH		PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	[REDACTED]	30-SEP-2011		[REDACTED]	HR	\$ [REDACTED]	[REDACTED]
DLVR SCH		PERF COMPL															
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	[REDACTED]	30-SEP-2011															
0001AB	<p><u>FY10 BASIC ESM PM/CM10-01 MATERIAL/ODC</u></p> <p>NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">DLVR SCH</td> <td style="width: 40%;"></td> <td style="width: 15%;">PERF COMPL</td> <td style="width: 30%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td>30-SEP-2011</td> <td></td> </tr> </table> <p style="margin-left: 40px;">\$ [REDACTED]</p>	DLVR SCH		PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	[REDACTED]	30-SEP-2011		[REDACTED]	HR	\$ [REDACTED]	[REDACTED]
DLVR SCH		PERF COMPL															
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	[REDACTED]	30-SEP-2011															
0002AC	<p><u>FY10 OPTION ESM EN10-02"A" LABOR</u></p> <p>NOUN: JLENS Sim Spt for JI PRON: F10AF1W011 PRON AMD: 02 ACRN: AB CUSTOMER ORDER NO: F1AF1W0118G001</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">DLVR SCH</td> <td style="width: 40%;"></td> <td style="width: 15%;">PERF COMPL</td> <td style="width: 30%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> </table>	DLVR SCH		PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		[REDACTED]	HR	\$ [REDACTED]	[REDACTED]				
DLVR SCH		PERF COMPL															
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00014	Page 4 of 5
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0002AD	<p>001 [REDACTED] 31-MAR-2012</p> <p>\$ [REDACTED]</p> <p><u>FY10 OPTION ESM EN10-02"A" MATERIAL/ODC</u></p> <p>NOUN: JLENS Sim Spt for JI PRON: F10AF1W011 PRON AMD: 02 ACRN: AB CUSTOMER ORDER NO: F1AF1W0118G001</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>31-MAR-2012</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	[REDACTED]	31-MAR-2012				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	[REDACTED]	31-MAR-2012												
0003AA	<p><u>FY11 OPTION ESM EN10-02"A" LABOR</u></p> <p>NOUN: JLENS Sim Spt for JI PRON: F10AF1W011 PRON AMD: 02 ACRN: AB CUSTOMER ORDER NO: F1AF1W0118G001</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>31-MAR-2012</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	[REDACTED]	31-MAR-2012	[REDACTED]	HR		\$ [REDACTED]
DLVR SCH		PERF COMPL												
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001	[REDACTED]	31-MAR-2012												
0003AB	<p><u>FY11 OPTION ESM EN10-02"A" MATERIAL/ODC</u></p> <p>NOUN: JLENS Sim Spt for JI PRON: F10AF1W011 PRON AMD: 02 ACRN: AB CUSTOMER ORDER NO: F1AF1W0118G001</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ [REDACTED]									

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00014	Page 5 of 5
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>31-MAR-2012</td> </tr> </table> <p style="text-align: right;">\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	[REDACTED]	31-MAR-2012				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	[REDACTED]	31-MAR-2012												
0003AN	<p><u>FY11 OPTION ESM EN11-03 LABOR</u></p> <p>NOUN: [REDACTED] PRON: 4MLJ740400 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	[REDACTED]	HR		\$ [REDACTED]									
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DLVR SCH		PERF COMPL												
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001	[REDACTED]	31-AUG-2011												
0003AP	<p><u>FY11 OPTION ESM EN11-03 MATERIAL/ODC</u></p> <p>NOUN: [REDACTED] PRON: 4MLJ740400 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		HR		\$ [REDACTED]									
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DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	[REDACTED]	31-AUG-2011												

ENGINEERING SERVICES MEMORANDUM

FORM SH-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA	ESM NO. EN11-03 "A"
	DATE 06/23/11

PROJECT TITLE [REDACTED]	CONTRACT NO. W31P4Q-10-C-0003
ESTIMATED COMPLETION DATE OF ESM 08/31/11	COST ACCOUNT

DESCRIPTION OF PROPOSED WORK
 [REDACTED]

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
To be specified in Sub-ESMs as required			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE
 To be specified in Sub-ESMs as required

ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	[REDACTED]					
DIRECT LABOR & BURDEN	\$ [REDACTED]	\$	\$	\$	\$	\$
MATERIAL	\$ [REDACTED]	\$	\$	\$	\$	\$
COMPT & SUBCONTR LBR	\$ [REDACTED]	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$ [REDACTED]	\$	\$	\$	\$	\$
OTHER	\$ [REDACTED]	\$	\$	\$	\$	\$
TOTAL	\$ [REDACTED]	\$	\$	\$	\$	\$

ESM MONITORS
 Raytheon IDS: [REDACTED] CMDS P.O.I.: [REDACTED]

CONCURRENCE SIGNATURES:	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	[REDACTED]		[REDACTED]	
REVISION "A"	[REDACTED]	6/23/11	[REDACTED]	6/28/11
REVISION "B"	[REDACTED]		[REDACTED]	
REVISION "C"	[REDACTED]		[REDACTED]	
REVISION "D"	[REDACTED]		[REDACTED]	
REVISION "E"	[REDACTED]		[REDACTED]	

EXPLANATION OF REVISION:
Revision "A" - Changes Estimated Completion Date from 30 June 2011 to 31 August 2011

ENGINEERING SERVICES MEMORANDUM

ESM NO. EN11-03 11/0

DESCRIPTION OF PROPOSED WORK (CONT)

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ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA	ESM NO. PM/CM10-01 "C"
	DATE 06/23/11

PROJECT TITLE JLENS Program Management / Configuration Management (Basic)	CONTRACT NO. W31P4Q-10-C-0003
ESTIMATED COMPLETION DATE OF ESM 09/30/11	COST ACCOUNT

DESCRIPTION OF PROPOSED WORK

Performance of Program Management and Document / Configuration Management functions for the JLENS Engineering Services Program to include:

- Program Management
- Cost Control
- Develop support plan for ESMs and Sub-ESMs as required
- Document and deliver CDRLs
- Configuration Control

ESMs shall be generated IAW the SOW. Cost and performance reports shall be provided IAW the SOW.

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE

ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN \$						
MATERIAL \$						
COMPUTER/SUBCONTR LBR \$						
TRAVEL & PER DIEM \$						
OTHER \$						
TOTAL \$						

ESM MONITORS
 Raytheon IDS: [REDACTED] CMDS P.O.: [REDACTED]

CONFERENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE				
REVISION "A"				
REVISION "B"				
REVISION "C"		6/23/11		6/28/11
REVISION "D"				
REVISION "E"				

EXPLANATION OF REVISION:

Revision "A" - Changes Estimated Completion Date from 30 September 2010 to 31 March 2011
 Revision "B" - Changes Estimated Completion Date from 31 March 2011 to 30 June 2011
 Revision "C" - Changes Estimated Completion Date from 30 June 2011 to 30 September 2011

ENGINEERING SERVICES MEMORANDUM

ESM NO. **PM/CM10-01 "C"**

DESCRIPTION OF PROPOSED WORK (CONT)

Large empty rectangular area for the description of proposed work.

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA	EDM NO. EN10-02 "C" DATE 03/11/2010
---	--

PROJECT TITLE JLENS Engineering (FY10 Option)	CONTRACT NO. W31P4Q-10-C-0003
ESTIMATED COMPLETION DATE OF ESM 03/31/2012	COST ACCOUNT

DESCRIPTION OF PROPOSED WORK

- o Performance of Research and Development support of the JLENS program. Specific work to be performed under this ESM includes, but is not limited to, the following:
 - Support to JLENS Engineering Development programs
 - Special Studies
 - Test Activities
 - Other development programs related to the JLENS System.
- o Performance of System Engineering to better assure that the total integrated system will comply with the performance requirements of the JLENS System specifications.
- o Performance of Product Engineering to resolve problems encountered during production, testing, and usage of the JLENS System.

All subtasks including studies, designs, analyses, data collection, tests, evaluation, investigations, configuration documentation and hardware fabrication performed under this base ESM shall be specified in sub-ESMs.

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
To be specified in Sub-ESMs as required			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE
To be specified in Sub-ESMs as required

ESTIMATED COST ***** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 *****

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPUTER/SUBCONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$

ESM MONITORS
Raytheon IDS: [Redacted] CMDS P.O.: [Redacted]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE				
REVISION "A"				
REVISION "B"	[Redacted]		[Redacted]	
REVISION "C"	[Redacted]	24 JUN 11	[Redacted]	2/28/11
REVISION "D"	[Redacted]		[Redacted]	
REVISION "E"				

EXPLANATION OF REVISION:

- **Original Issue:** Incorporates SubESM EN10-02-01 (See SubESM for details)
- **Revision "A":** Changes estimated completion date to 09/30/11 and incorporates SubESM EN10-02-02 (See SubESM for details)
- **Revision "B":** Incorporates Revision "A" to SubESM EN10-02-01 (See SubESM for details)
- **Revision "C":** Changes estimated completion date from 09/30/11 to 03/31/2012.

ENGINEERING SERVICES MEMORANDUM

ESM NO.
EN10-02 "C"

DESCRIPTION OF PROPOSED WORK (CONT)

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

ENGINEERING SERVICES MEMORANDUM

**U.S. ARMY AVIATION AND MISSILE COMMAND
REDSTONE ARSENAL, ALABAMA**

ESM NO.
EN10-02-02 "A"

DATE
06/23/11

PROJECT TITLE
[REDACTED]

CONTRACT NO.
W31P4Q-10-C-0003

ESTIMATED COMPLETION DATE OF ESM
03/31/2012

COST ACCOUNT

DESCRIPTION OF PROPOSED WORK

1. Upgrade JLENS system model at [REDACTED] to incorporate tactical Mission Operations (MO) software in place of [REDACTED] display. Associated tasks include:
 - a. Procure servers, displays and software licenses to host two Orbits [REDACTED] with a single operator station per system [REDACTED] Deliver and integrate at [REDACTED]
 - b. [REDACTED]
 - c. [REDACTED]
 - d. Develon [REDACTED]

Net Data Loads must be provided by the Government to simulate data return [REDACTED]

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
None			

None

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE

Initial SW Integration @ [REDACTED] Dec 2010. Final SW Integration: March 2011. Updates and Record Runs: June 2011.
No formal software documentation or verification reports are required.
CDRLs: Monthly technical accomplishment report (A002) and financial reports (A018/A019).

ESTIMATED COST

***** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 *****

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
MATERIALS	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
COMPUTER/SUBCONTR LBR	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TRAVEL @ PER DIEM	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
OTHER	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TOTAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ESM MONITORS

CMDS P.O.: [REDACTED]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	[REDACTED]		[REDACTED]	
REVISION "A"	[REDACTED]	6/23/11	[REDACTED]	6/28/11
REVISION "B"	[REDACTED]		[REDACTED]	
REVISION "C"				
REVISION "D"				
REVISION "E"				

EXPLANATION OF REVISION:

Changes Estimated Completion Date from 30 September 2011 to 31 March 2012

ENGINEERING SERVICES MEMORANDUM

ESM NO. EN10-02-02 1/2

DESCRIPTION OF PROPOSED WORK (CON'T)

Description (Continued):

e.

f.

g. Integration and test [redacted] Contractor assumes [redacted] weeks of on-site integration support, in addition to [redacted] weeks of run-for-record test support is required.

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Cost-Plus-Fixed-Fee Page 1 Of 5
2. Amendment/Modification No. P00015
3. Effective Date AUG 31 2011
4. Requisition/Purchase Req No. SEE SCHEDULE
5. Project No. (If applicable) JL 0007 11

6. Issued By US ARMY CONTRACTING COMMAND
AMCOM CONTRACTING CENTER
REDSTONE ARSRNAL AL 35898-5280
7. Administered By (If other than Item 6) DCHA RAYTHEON TENKSBURY
50 APPLE HILL DRIVE
H/S T2FR2
TENKSBURY MA 01876-1198
Code W31P4Q Code 52205A
SCD A PAS NONE ADP PT HQ0337

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
RAYTHEON COMPANY
150 LOWELL ST
ANDOVER, MA 01810-4400
9A. Amendment Of Solicitation No.
9B. Dated (See Item 11)
10A. Modification Of Contract/Order No.
W31P4Q-10-C-0003
10B. Dated (See Item 13)
2003MAR17
TYPE BUSINESS: Large Business Performing In U.S.
Code 05716 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.
KIND MOD CODE: G
A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In
The Contract/Order No. In Item 10A.
B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT OF BOTH PARTIES
D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Contracting Officer (Type or print)
15C. Date Signed 8/31/2011
16C. Date Signed 31 Aug 2011

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 5

PIN/SIN W31P4Q-10-C-0003

MOD/AMD P00015

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 BY EXECUTION OF THIS MODIFICATION (P00015) THE FOLLOWING IS INCORPORATED INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS MODIFICATION THE PERFORMANCE COMPLETION DATES FOR ENGINEERING SERVICES MEMORANDUMS PM/CM 10-01 "D" AND EN11-03 "B" ARE EXTENDED AS FOLLOWS:

ESM	FROM	TO
PM/CM 10-01 "D"	30 SEPT 11	21 OCT 11
EN11-03 "B"	31 AUG 11	30 NOV 11

A-3 THE REVISED SUBJECT ENGINEERING SERVICE MEMORANDUMS ARE INCLUDED AS ATTACHMENTS IN SECTION J OF THE CONTRACT.

A-4 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE EFFECT.

*** END OF NARRATIVE A0015 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00015

Page 3 of 5

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS												
0001	SECURITY CLASS: Unclassified												
0001AA	<p><u>FY10 BASIC ESM PM/CM10-01 LABOR</u></p> <p>NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>31-OCT-2011</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	[REDACTED]	31-OCT-2011	[REDACTED]	HR	\$ [REDACTED]
DLVR SCH		PERF COMPL											
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
001	[REDACTED]	31-OCT-2011											
0001AB	<p><u>FY10 BASIC ESM PM/CM10-01 MATERIAL/ODC</u></p> <p>NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>31-OCT-2011</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	[REDACTED]	31-OCT-2011			\$ [REDACTED]
DLVR SCH		PERF COMPL											
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
001	[REDACTED]	31-OCT-2011											
0003	SECURITY CLASS: Unclassified												
0003AN	<p><u>FY11 OPTION ESM EN11-03 LABOR</u></p> <p>NOUN: [REDACTED] PRON: 4M1J740400 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p>	[REDACTED]	HR	\$ [REDACTED]									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00015

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 [REDACTED] 30-NOV-2011 \$ [REDACTED]</p>				
0003AP	<p><u>FY11 OPTION ESM EN11-03 MATERIAL/ODC</u></p> <p>NOUN: [REDACTED] PRON: 4MLJ740400 PRON AMD: 01 ACRN: AC AMS CD: 172419E551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 [REDACTED] 30-NOV-2011 \$ [REDACTED]</p>				\$ [REDACTED]

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 5**

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00015

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0015	ENGINEERING SERVICE MEMORANDUM PM/CM10-01 "D"	31-AUG-2011	002	EMAIL
Attachment 0016	ENGINEERING SERVICE MEMORANDUM EN11-03 "B"	31-AUG-2011	002	EMAIL

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM SH-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA	ESM NO. PM/CM10-01 "D"
	DATE 08/24/11

PROJECT TITLE JLENS Program Management / Configuration Management (Basic)	CONTRACT NO. W31P4Q-10-C-0003
ESTIMATED COMPLETION DATE OF ESM 10/31/11	COST ACCOUNT

DESCRIPTION OF PROPOSED WORK
 Performance of Program Management and Document / Configuration Management functions for the JLENS Engineering Services Program to include:
 Program Management
 Cost Control
 Develop support plan for ESMs and Sub-ESMs as required
 Document and deliver CDRLs
 Configuration Control

ESMs shall be generated IAW the SOW. Cost and performance reports shall be provided IAW the SOW.

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE

ESTIMATED COST

*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPTA/SUBCONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$

ESM MONITORS
 Raytheon IDS: [Redacted] CMDS P.O.: [Redacted]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE				
REVISION "A"				
REVISION "B"				
REVISION "C"				
REVISION "D"	[Redacted]	8/31/11	[Redacted]	8/31/11
REVISION "E"				

EXPLANATION OF REVISION:
 Revision "A" - Changes Estimated Completion Date from 30 September 2010 to 31 March 2011
 Revision "B" - Changes Estimated Completion Date from 31 March 2011 to 30 June 2011
 Revision "C" - Changes Estimated Completion Date from 30 June 2011 to 30 September 2011
 Revision "D" - Changes Estimated Completion Date from 30 September 2011 to 31 October 2011

ENGINEERING SERVICES MEMORANDUM

ESM NO.
PM/CM10-01 "D"

DESCRIPTION OF PROPOSED WORK (CON'T)

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MI-LE-STONE	START DATE	END DATE	MI-LE-STONE	START DATE	END DATE

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM 5H-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN11-03 "B"									
		DATE 08/25/11									
PROJECT TITLE [REDACTED]		CONTRACT NO. W31P4Q-10-C-0003									
ESTIMATED COMPLETION DATE OF ESM 11/30/11		COST ACCOUNT									
DESCRIPTION OF PROPOSED WORK [REDACTED]											
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:30%;">GOVERNMENT FURNISHED EQUIPMENT</th> <th style="width:15%;">DATE REQUIRED</th> <th style="width:15%;">RETURN DATE</th> <th style="width:40%;">CONDITION OF RETURN</th> </tr> <tr> <td colspan="4">To be specified in Sub-ESMs as required</td> </tr> </table>				GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN	To be specified in Sub-ESMs as required			
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN								
To be specified in Sub-ESMs as required											
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required											
*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***											
ESTIMATED COST											
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE					
DIRECT LABOR HOURS	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]					
DIRECT LABOR & BURDEN	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]					
MATERIAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]					
COMPT & SUBCONTR LBR	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]					
TRAVEL & PER DIEM	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]					
OTHER	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]					
TOTAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]					
ESM MONITORS				Raytheon IDS: [REDACTED]		CMDS P.O.: [REDACTED]					
CONCURRENCE SIGNATURES:				RAYTHEON IDS		DATE		CMDS PROJECT OFFICE		DATE	
ORIGINAL ISSUE		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
REVISION "A"		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
REVISION "B"		[REDACTED]		8/31/11		[REDACTED]		[REDACTED]		8/31/11	
REVISION "C"		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
REVISION "D"		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
REVISION "E"		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
EXPLANATION OF REVISION:											
Revision "A" - Changes Estimated Completion Date from 30 June 2011 to 31 August 2011											
Revision "B" - Changes the Estimated Completion Date from 31 August 2011 to 30 November 2011											

ENGINEERING SERVICES MEMORANDUM

ESM NO.
EN11-03

DESCRIPTION OF PROPOSED WORK (CONT)					

Sheet 2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT I. Contract ID Code Cost-Plus-Fixed-Fee Page 1 Of 5

2. Amendment/Modification No. **P00016** SEP 22 2011 Effective Date Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable) JL 0010 11

6. Issued By Code **W31P4Q** 7. Administered By (If other than Item 6) Code **S2205A**
 US ARMY CONTRACTING COMMAND
 AMCON CONTRACTING CENTER
 REDSTONE ARSENAL AL 35898-5280
 DCHA RAYTHEON TOWNSBURY
 50 APPLE HILL DRIVE
 H/S T2PR2
 TOWNSBURY MA 01876-1198
 SCD A PAS NONE ADP PT HQ0337

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 RAYTHEON COMPANY
 350 LOWELL ST
 ANDOVER, MA 01810-4400
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W31P4Q-10-C-0003
 10B. Dated (See Item 13)
 2003MAR17
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 05716 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AC NET DECREASE: -\$58.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
 It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In
 B. The Above Numbered Contract/Order is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT OF BOTH PARTIES
 D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15C. Date Signed **9/22/11** 15C. Date Signed **22 Sept 11**
 PREVIOUS EDITIONS UNUSABLE
 (REV. 10-83)
 (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 5
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00016	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 BY EXECUTION OF THIS MODIFICATION (P00016), THE FOLLOWING IS INCORPORATED INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS MODIFICATION, REALIGNMENT OF SUBCONTRACTOR LABOR AND DIRECT LABOR FUNDING UNDER ENGINEERING SERVICES MEMORANDUM (ESM) EN11-03, UNDER SLIN 0003AP TO SLIN 003AN IS AS FOLLOWS:

<u>ESM</u>	<u>FROM</u>	<u>TO</u>
EN11-03 REV "C"	30 NOV 2011	30 NOV 2011
DIRECT LABOR HOURS		
DIRECT LABOR BURDEN		
MATERIAL		
COMPUTER/SUB-CONTR LABOR		
TRAVEL AND PER DIEM		
<u>OTHER</u>		
TOTAL		

A-3 AS A RESULT OF THIS MODIFICATION, SLIN 0003AP, FROM 44174000, ACRN AC IS DECREASED BY [REDACTED] FROM [REDACTED] IN ADDITION, SLIN 003AN IS INCREASED BY [REDACTED]. THIS RESULTS IN A TOTAL SLIN 0003AN AMOUNT OF [REDACTED] SLIN 003AP IS DECREASED IN THIS REALIGNMENT BY [REDACTED] TO REFLECT THE CHANGE FROM MATERIAL DOLLARS TO DIRECT LABOR DOLLARS. THIS DECREASE AND INCREASE IS REFLECTED IN SECTIONS B AND G OF THIS MODIFICATION.

A-4 AS A RESULT OF THIS MODIFICATION, THE OBLIGATED CONTRACT VALUE IS DECREASED BY \$58.00 FROM \$4,978,372.00 TO \$4,978,314.00.

A-5 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0016 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00016	Page 3 of 5
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																
0003	SECURITY CLASS: Unclassified																
0003AN	FY11 OPTION ESM EN11-03 LABOR NOUN: [REDACTED] PRON: 4MLJ740400 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">DLVR SCH</td> <td style="width: 40%;"></td> <td style="width: 20%;">PERF COMPL</td> <td style="width: 20%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DATE</td> <td></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>30-NOV-2011</td> <td></td> </tr> </table> \$ [REDACTED]	DLVR SCH		PERF COMPL		REL CD	QUANTITY	DATE		001	[REDACTED]	30-NOV-2011		[REDACTED]	HR	\$ [REDACTED]	
DLVR SCH		PERF COMPL															
REL CD	QUANTITY	DATE															
001	[REDACTED]	30-NOV-2011															
0003AP	FY11 OPTION ESM EN11-03 MATERIAL/ODC NOUN: [REDACTED] PRON: 4MLJ740400 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">DLVR SCH</td> <td style="width: 40%;"></td> <td style="width: 20%;">PERF COMPL</td> <td style="width: 20%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DATE</td> <td></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>30-NOV-2011</td> <td></td> </tr> </table>	DLVR SCH		PERF COMPL		REL CD	QUANTITY	DATE		001	[REDACTED]	30-NOV-2011					
DLVR SCH		PERF COMPL															
REL CD	QUANTITY	DATE															
001	[REDACTED]	30-NOV-2011															

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W31P4Q-10-C-0003 MOD/AMD P00016	Page 4 of 5
Name of Offeror or Contractor: RAYTHEON COMPANY		

SECTION C - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT	JO NO	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0003AN	4M1J740400 172419E5551	1	14MJLE	AC	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
0003AP	4M1J740400 172419E5551	1	14MJLE	AC	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
					NET CHANGE	\$ -58.00	

ACRN	ACCOUNTING CLASSIFICATION	W31G3H	INCREASE/ DECREASE
AC	21 12040000015L5L68P1724192516 S01021	W31G3H	\$ -58.00
			NET CHANGE \$ -58.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	4,978,372.00	\$ -58.00	\$ 4,978,314.00

LINE ITEM	ACRN	EDI/SPIS ACCOUNTING CLASSIFICATION				
0003AN	AC	21	111220400000	W31G3H	15L5L68172419E555125164M1J740400	14MJLE4M5 S01021
0003AP	AC	21	111220400000	W31G3H	15L5L68172419E555125164M1J740400	14MJLE4M5 S01021

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 5 of 5

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00016

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0017	ENGINEERING SERVICES MEMORANDUM EN 11-03 REV C	16-SEP-2011	002	EMAIL

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM 5H-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN11-03 "C"				
		DATE 09/07/11				
PROJECT TITLE [REDACTED]		CONTRACT NO. W31P4Q-10-C-0003				
ESTIMATED COMPLETION DATE OF ESM 11/30/11		COST ACCOUNT				
DESCRIPTION OF PROPOSED WORK [REDACTED]						
GOVERNMENT FURNISHED EQUIPMENT						
DATE REQUIRED	RETURN DATE	CONDITION OF RETURN				
To be specified in Sub-ESMs as required						
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE						
To be specified in Sub-ESMs as required						
ESTIMATED COST						
*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***						
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
DIRECT LABOR & BURDEN	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
MATERIAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
COMPT/R/SUBCONTR LBR	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TRAVEL & PER DIEM	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
OTHER	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TOTAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
ESM MONITORS						
Raytheon IDS:	[REDACTED]		CMDS P.O.:	[REDACTED]		
CONCURRENCE SIGNATURES:						
	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE		
ORIGINAL ISSUE						
REVISION "A"						
REVISION "B"						
REVISION "C"	[REDACTED]	8/7/11	[REDACTED]	16 Sep 2011		
REVISION "D"						
REVISION "E"						
EXPLANATION OF REVISION:						
Revision "A" - Changes Estimated Completion Date from 30 June 2011 to 31 August 2011						
Revision "B" - Changes the Estimated Completion Date from 31 August 2011 to 30 November 2011						
Revision "C" - Decreases the Estimated Cost from [REDACTED] and adjusts subcontract labor as originally contemplated to Direct Labor.						

Sheet 1

W31P4Q-10-C-0003
Attachment 0017 1 of 2
Date: **SEP 22 2011**

ENGINEERING SERVICES MEMORANDUM

ESM NO.
EN11-03

DESCRIPTION OF PROPOSED WORK (CONT)					

Sheet 2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract ID Code Cost-Plus Fixed-Fee	Page 1 Of 6
2. Amendment/Modification No. P00017	Effective Date SEP 23 2011	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (if applicable) JL 0011 11
6. Issued By US ARMY CONTRACTING COMMAND [REDACTED] AMCON CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280 [REDACTED]	Code W31P4Q	7. Administered By (if other than Item 6) DCMA RAYTHEON TEXSBURY 50 APPLE HILL DRIVE M/S T2FR2 TEXSBURY MA 01876-1198	Code S2205A
8. [REDACTED] RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400		SCD A FAS NONE ADP PT HQ0337	
TYPE BUSINESS: Large Business Performing in U.S.		9A. Amendment Of Solicitation No.	
Code 05716 Facility Code		9B. Dated (See Item 11)	
		<input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. W31P4Q-10-C-0003	
		10B. Dated (See Item 13) 2003MAR17	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (if required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: _____
MUTUAL AGREEMENT OF BOTH PARTIES

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15C. Date Signed 9/22/11	16A. Name And Title Of Contracting Officer (Type or print) [REDACTED]	Date Signed 1/23/11
------------------------------------	--	-------------------------------

(REV. 10-83)
(48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 6

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00017

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 BY EXECUTION OF THIS MODIFICATION (P00017) THE FOLLOWING IS INCORPORATED INTO CONTRACT W31P4Q-10-C-0003.

A-2 THE FOLLOWING PERIOD OF PERFORMANCE CHANGES ARE MADE ON ENGINEERING SERVICE MEMORANDUMS (ESMS)/SUB-ENGINEERING SERVICE MEMORANDUMS (SUB ESMS):

ESM	SLIN	FROM	TO
EN 10-01-1 REV C	0003AJ	30 SEPT 2011	30 APR 2012
EN 10-01-1 REV C	0003AK	30 SEPT 2011	20 SEPT 2012
EN 10-02-01 REV B	0003AD	30 SEPT 2011	31 MAR 2012
EN 10-02-01 REV B	0003AF	30 SEPT 2011	31 MAR 2012
EN 10-01-02 REV B	0003AC	30 SEPT 2011	18 NOV 2011
EN 10-01-02 REV B	0003AE	30 SEPT 2011	14 OCT 2011

A-3 BY EXECUTION OF THIS MODIFICATION THE FOLLOWING IS ADDED TO THE ATTACHED ESMS/SUB ESMS

1. LINE 6 IS ADDED TO EN 10-01-1 REV C TO COVER SIL AND SW EVALUATION SUPPORT DUE SUB-ESM EN 10-01-01 AND EN 10-01-02.
2. ADD LINE 6 TO EN 10-01-02 REV B TO UPDATE AMOUNTS ON EN 10-01 REV A.
3. EN 10-01 REV A TO INCORPORATE REV A TO SUB ESMS EN 10-01-01 AND EN 10-01-02.
4. EN 10-02 REV B TO INCORPORATE REV A TO SUB ESM EN 10-02-10

A-4 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0017 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SIIN W31P4Q-10-C-0003 MOD/AMD P00017	Page 3 of 6
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT											
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS															
0003	SECURITY CLASS: Unclassified															
0003AC	<p><u>FY11 OPTION ESM EN10-01"A" LABOR</u></p> <p>NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>DLVR SCH</u></td> <td style="width:40%;"></td> <td style="width:15%;"><u>PERF COMPL</u></td> <td style="width:30%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td>18-NOV-2011</td> <td></td> </tr> </table> <p style="text-align: right;">\$ [REDACTED]</p>	<u>DLVR SCH</u>		<u>PERF COMPL</u>		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	[REDACTED]	18-NOV-2011		[REDACTED]	HR	\$ [REDACTED]
<u>DLVR SCH</u>		<u>PERF COMPL</u>														
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>														
001	[REDACTED]	18-NOV-2011														
0003AD	<p><u>FY11 OPTION ESM EN10-02"B"</u></p> <p>NOUN: JLENS SIM SPT FOR JI PRON: F10AF1W014 PRON AMD: 01 ACRN: AB CUSTOMER ORDER NO: F1AF1W0148G001</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>DLVR SCH</u></td> <td style="width:40%;"></td> <td style="width:15%;"><u>PERF COMPL</u></td> <td style="width:30%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td>31-MAR-2012</td> <td></td> </tr> </table> <p style="text-align: right;">\$ [REDACTED]</p>	<u>DLVR SCH</u>		<u>PERF COMPL</u>		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	[REDACTED]	31-MAR-2012		[REDACTED]	HR	\$ [REDACTED]
<u>DLVR SCH</u>		<u>PERF COMPL</u>														
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>														
001	[REDACTED]	31-MAR-2012														
0003AE	<p><u>FY11 OPTION ESM EN10-01"A" MATERIAL/ODC</u></p> <p>NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ [REDACTED]											

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00017

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>██████████</td> <td>30-SEP-2012</td> </tr> <tr> <td></td> <td>\$ ██████████</td> <td></td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	██████████	30-SEP-2012		\$ ██████████					
DLVR SCH		PERF COMPL															
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	██████████	30-SEP-2012															
	\$ ██████████																

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 6

PHN/SIIN W31P4Q-10-C-0003

MOD/AMD P00017

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0018	ENGINEERING SERVICES MEMO EN10-01-01 "C"	17-SEP-2011	002	EMAIL
Attachment 0019	ENGINEERING SERVICES MEMO EN10-02-01 "B"	19-SEP-2011	002	EMAIL
Attachment 0020	ENGINEERING SERVICE MEMO EN10-01-02 "B"	19-SEP-2011	002	EMAIL

ENGINEERING SERVICES MEMORANDUM

FORM SH-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO.	EN10-01-01 "C"			
		DATE	9/15/2011			
PROJECT TITLE		CONTRACT NO.	W31P4Q-10-C-0003			
Provide Software (SW) and System Integration Lab (SILs) Support		COST ACCOUNT				
ESTIMATED COMPLETION DATE OF ESM						
SUBCLIN 0003AJ - 4/30/2012						
SUBCLIN 0003AK - 9/30/2012						
DESCRIPTION OF PROPOSED WORK						
<ol style="list-style-type: none"> Support Establishment and maintenance of the real-time [REDACTED] and IV&V [REDACTED] Support coordination, delivery, and installation of software build deliveries and relevant mods Attend meetings, VTCs, and/or telecons as requested Support configuration management and security certification programs as required Support SIL activities related to integration/use of [REDACTED] the CMDS SIL and UTTR As applicable support efforts associated with EN10-01-02. 						
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN			
To be specified in Sub-ESMs as required						
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE						
To be specified in Sub-ESMs as required						
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***						
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	\$	\$	\$	\$	\$	\$
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPTFR/SUBCONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$
ESM MONITORS						
Raytheon IDS: [REDACTED]		CMDS P.O.: [REDACTED]				
CONCURRENCE SIGNATURES:						
	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE		
ORIGINAL ISSUE	Award	3/17/2010				
REVISION "A"	issued MOD P0005	8/12/2010				
REVISION "B"	[REDACTED]	2/25/11	[REDACTED]			
REVISION "C"	[REDACTED]	9/15/11	[REDACTED]	9/17/11		
REVISION "D"	[REDACTED]		[REDACTED]			
REVISION "E"	[REDACTED]		[REDACTED]			
EXPLANATION OF REVISION:						
- Revision "A": Changes estimated completion date to 09/30/11 and provides additional Labor/Non-Labor funding. NOTE: Additional Labor/Non-Labor funding provided covers performance during FY11.						
- Rev "B" Provides additional funding						
- Rev "C" - Extends the PoP for SUBCLIN 0003AJ from 9/30/2011 to 4/30/2012 and SUBCLIN 0003AK from 9/30/2011 to 9/30/2012 and added line 6 to cover SIL and SW Eval support since sub-ESM EN10-01-01 and EN10-01-02 go together.						

Sheet 1

W31P4Q-10-C-0003

Attachment 0018 1 of 2

Date: SEP 23 2011

ENGINEERING SERVICES MEMORANDUM

ESM NO. EN10-01-01 "C"

DESCRIPTION OF PROPOSED WORK (CONT)

[Empty area for description of proposed work]

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

ENGINEERING SERVICES MEMORANDUM

FORM SH-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN10-02-01 "B"				
		DATE 09/16/2011				
PROJECT TITLE [REDACTED]		CONTRACT NO. W31P4Q-10-C-0003				
ESTIMATED COMPLETION DATE OF ESM 03/31/2012		COST ACCOUNT [REDACTED]				
DESCRIPTION OF PROPOSED WORK						
<p>1. Provide Engineering support to the [REDACTED] exercises using the [REDACTED] simulation model [REDACTED]</p> <p>a. Provide simulation hardware and software for one or two JLENS orbits during NF exercises</p> <p>b. Support meetings, integration, and operation during integration, operator checkout, and event weeks as needed</p> <p>c. Support of Technical Interchange Meetings (TIMs) to support exercise planning as needed at various locations including: St. Louis MO, Huntsville AL, Washington DC, Andover MA</p> <p>d. Support of TIMs that discuss maintenance and/or modifications to the JLENS representation at the [REDACTED] at the same various locations.</p>						
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN			
To be specified in Sub-ESMs as required						
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE						
To be specified in Sub-ESMs as required						
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***						
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	[REDACTED]	[REDACTED]	[REDACTED]			
DIRECT LABOR & BURDEN	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
MATERIAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
COMPTW/SUBCONTR LBR	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
TRAVEL & PER DIEM	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
OTHER	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
TOTAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
ESM MONITORS						
Raytheon IDS: [REDACTED]		CMOS P.O.: [REDACTED]				
CONCURRENCE SIGNATURES:						
	RAYTHEON IDS	DATE	CMOS PROJECT OFFICE	DATE		
ORIGINAL ISSUE	Issued MOD P0002	4/1/2010				
REVISION "A"	Issued MOD P0005	8/16/2010				
REVISION "B"	[REDACTED]	9/16/11	[REDACTED]	9/19/11		
REVISION "C"						
REVISION "D"						
REVISION "E"						
EXPLANATION OF REVISION:						
Rev "A": Changes estimated completion date to 03/30/11 and provides additional Labor/Non-Labor funding. NOTE: Additional Labor/Non-Labor funding provided covers performance during FY11.						
Rev "B": Extends the PoP for SUBCLINs 0003AD and 0003AF from 9/30/2011 to 3/31/2012.						

Sheet 1

W31P4Q-10-C-0003
Attachment 0019 1 of 2
Date: SEP 23 2011

ENGINEERING SERVICES MEMORANDUM

ESM NO.
EN10-02-01 "B"

DESCRIPTION OF PROPOSED WORK (CON'T)

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

W31P4Q-10-C-0003
Attachment 0019 2 of 2
Date **SEP 23 2011**

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN10-01-02 "B" DATE 9/15/2011
PROJECT TITLE Provide Software (SW) and System Integration Lab (SILs) Support		CONTRACT NO. W31P4Q-10-C-0003
ESTIMATED COMPLETION DATE OF ESM SUBCLIN 0003AC - 11/18/2011 SUBCLIN 0003AE - 10/14/2011		COST ACCOUNT
DESCRIPTION OF PROPOSED WORK 1. Support coordination of software deliveries and relevant mods 2. Support Government efforts to generate, debug, and execute non-system capability review scenarios to independently evaluate software source code 3. Review findings/issues provided by the JPO as a result of source code analyses and IV&V activities, includes review of findings/issues of subcontractor software where applicable 4. Document, receipt, review, and disposition accepted issues 5. Attend meetings, VTCs, and/or telecons as requested to support software evaluations 6. As applicable support efforts associated with EN10-01-01.		
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE
To be specified in Sub-ESMs as required		
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required		
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-579 ***		
	ORIGINAL ISSUE	"A" CHANGE
	"B" CHANGE	"C" CHANGE
	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	\$	\$
DIRECT LABOR & BURDEN	\$	\$
MATERIAL	\$	\$
COMPT/SUBCONTR LBR	\$	\$
TRAVEL & PER DIEM	\$	\$
OTHER	\$	\$
TOTAL	\$	\$
ESM MONITORS Raytheon IDS: [Redacted] CMDS P.O.: [Redacted]		
CONCURRENCE SIGNATURES:		
	RAYTHEON IDS	DATE
	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	Award	3/17/2010
REVISION "A"	[Redacted]	8/12/2010
REVISION "B"	[Redacted]	9/15/11
REVISION "C"	[Redacted]	[Redacted]
REVISION "D"	[Redacted]	[Redacted]
REVISION "E"	[Redacted]	[Redacted]
EXPLANATION OF REVISION: - Revision "A": Added Funding - Rev "B" - Extends the PoP for SUBCLIN 0003AC from 9/30/2011 to 11/18/2011 and SUBCLIN 0003AE from 9/30/2011 to 10/14/2011, and line 6 and updates the amounts based upon EN10-01A.		

W31P4Q-10-C-0003
Attachment 0020 1 of 2
Date: **SEP 23 2011**

ENGINEERING SERVICES MEMORANDUM

ESM NO.
EN10-01-02 "B"

DESCRIPTION OF PROPOSED WORK (CONT)

[Empty area for description of proposed work]

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

W31P4Q-10-C-0003
Attachment 0020 2 of 2
Date: **SEP 23 2011**

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND
REDSTONE ARMY CENTER, ALABAMA

ESM NO. EN10-02-02 "A"
DATE 06/23/11

PROJECT: [Redacted] Simulation Upgrades
CONTRACT NO. W31P4Q-10-C-0003
ESTIMATED COMPLETION DATE OF ESM 03/31/2012
COST ACCOUNT [Redacted]

DESCRIPTION OF PROPOSED WORK
1. Upgrade JLENS system model [Redacted] to incorporate tactical [Redacted] software in place of the existing [Redacted] display. Associated tasks include:
a. Procure servers, displays and software licenses to host two Orbits of [Redacted] with a single operator station per system (i.e. 2 displays per Orbit = 4 displays total). Deliver and integrate at [Redacted]
b. Procure [Redacted] Workstation hardware to host [Redacted] software. Deliver and integrate at [Redacted]
c. Update [Redacted] to incorporate [Redacted] using target data provided by the Government.
d. Develop [Redacted] interface component to support Link-16 interaction in the [Redacted] using SISO-STD- [Redacted] commonly known as [Redacted] provides [Redacted] to emulate [Redacted] throughputs without assigning messages to specific time slots. Net Data Loads must be provided by the Government to simulate [Redacted] simulated Link 16 network [Redacted] will connect to [Redacted]

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
None			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS & DELIVERY DATE
Initial SW Integration: [Redacted] Dec 2010. Final SW Integration: March 2011. Updates and Record Runs: June 2011.
No formal software documentation or verification reports are required.
CDRLS: Monthly technical accomplishment report (A002) and financial reports (A018/A019).

ESTIMATE COSTS *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ESTIMATE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
DIRECT LABOR BURDEN	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
MATERIAL	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
COMPT/SUBCONTR LABR	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
TRAVEL & PER DIEM	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
OTHER	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
TOTAL	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

ESM MONITORS
Raytheon ID: [Redacted]

CONCURRENCE SIGNATURES:	RAYTHEON ID	DATE	ONDS PROJECT OFFICE	DATE
CHIEF OF PROGRAM	[Redacted]	[Redacted]	[Redacted]	[Redacted]
REVISION "A"	[Redacted]	6/23/11	[Redacted]	6/28/11
REVISION "B"	[Redacted]		[Redacted]	
REVISION "C"	[Redacted]		[Redacted]	
REVISION "D"	[Redacted]		[Redacted]	
REVISION "E"	[Redacted]		[Redacted]	

EXPLANATION OF REVISION:
- Original Issue: NOTE [Redacted] Direct Labor & Burden amount consists of [Redacted] at FY10 Rate [Redacted] and [Redacted] at FY11 Rate [Redacted] the [Redacted] Material amount is all FY10. [Redacted] Compt/Subcontr Labr consists of [Redacted] in FY10 and [Redacted] in FY11, and [Redacted] Travel & Per Diem amount consists of [Redacted] in FY10 and [Redacted] in FY11.
- Revision "A" - Changes Estimated Completion Date from 30 September 2011 to 31 March 2012

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code
Cost-Plus-Fixed-Fee Page 1 Of 6

2. Amendment/Modification No. **P00018** 3. Effective Date **SEP 23 2011** 4. Requisition/Purchase Req No. **SEE SCHEDULE** 5. Project No. (If applicable) **JL 0012 11**

6. Issued By Code **W31P4Q** 7. Administered By (If other than Item 6) **DCMA RAYTHEON TEWKSBURY** Code **S2205A**
 US ARMY CONTRACTING COMMAND
 [REDACTED]
 AMCOM CONTRACTING CENTER
 REDSTONE ARSENAL AL 35898-5280
 [REDACTED]
 50 APPLE HILL DRIVE
 M/S T2PR2
 TEWKSBURY MA 01876-1198
SCD A PAS NONE ADP PT HQ0337

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 RAYTHEON COMPANY
 350 LOWELL ST
 ANDOVER, MA 01810-4400
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 05716 Facility Code

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.
 W31P4Q-10-C-0003

10B. Dated (See Item 13)
 2003MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AC NET INCREASE: \$320,271.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
 It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

- A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT OF BOTH PARTIES
- D. Other (Specify type of modification and authority)

F. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15. Date Signed **9/23/11** 16. Date Signed **23 Sept 2011**
 (Signature of person authorized to sign) [REDACTED]
 MSN 7510-01-152-8070 30 M 30 (REV. 10-83)
 PREVIOUS EDITIONS UNUSABLE FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 6

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00018

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00018) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS MODIFICATION, PURSUANT TO SECTION H-7 TO THE CONTRACT ENTITLED "OPTIONS" THE US GOVERNMENT HEREBY EXERCISES
 [REDACTED] total Material/ODC Dollars from CLIN 0003.

A-3 AS A RESULT OF THIS MODIFICATION SLIN 0003AU IS ESTABLISHED IN THE TOTAL AMOUNT OF [REDACTED] AND IS REFLECTED AS FOLLOWS:

<u>CLIN</u>	<u>ESM</u>	<u>PRON</u>	<u>HOURS</u>	<u>DOLLAR</u>
0003AU	EN11-04	4MLJ741800	[REDACTED]	[REDACTED]
TOTAL				

FOR THE ACCOMPLISHMENT OF TASKS UNDER THE NEWLY ESTABLISHED SLIN: 0003AU HAS A PERIOD OF PERFORMANCE FROM 1 OCTOBER 2011 THROUGH 30 JANUARY 2012.

A-4 THE BREAKOUT OF ASSOCIATED COSTS FOR SLIN 003AU IS REFLECTED IN SECTION B OF THIS MODIFICATION.

A-5 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS INCREASED BY \$320,271 FROM \$4,223,997.00 TO \$3,544,268.00.

A-8 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0018 ***

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																						
0003	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY 11 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>FY11</u></td> <td style="width:15%;"><u>Labor</u></td> <td style="width:15%;"><u>Material</u></td> <td style="width:15%;"><u>Total</u></td> <td style="width:40%;"></td> </tr> <tr> <td>PCL COST</td> <td colspan="4" rowspan="6" style="background-color: black;"></td> </tr> <tr> <td>G&A</td> </tr> <tr> <td>TCL COST (W/O COM)</td> </tr> <tr> <td>COST OF MONEY</td> </tr> <tr> <td>FEE</td> </tr> <tr> <td>CPFF</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"><u>Hours</u></td> <td style="width:15%;"><u>Hours</u></td> <td style="width:15%;"></td> <td style="width:40%;"></td> </tr> <tr> <td><u>Description</u></td> <td><u>Hours</u></td> <td><u>Exercised</u></td> <td><u>Remaining</u></td> <td></td> </tr> <tr> <td>PM/CM</td> <td colspan="3" rowspan="4" style="background-color: black;"></td> </tr> <tr> <td>ENGINEERING</td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> </tr> <tr> <td>LOGISTICS</td> </tr> <tr> <td>TOTAL</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"><u>Material</u></td> <td style="width:15%;"><u>Material</u></td> <td style="width:15%;"></td> <td style="width:40%;"></td> </tr> <tr> <td><u>Description</u></td> <td><u>Material</u></td> <td><u>Exercised</u></td> <td><u>Remaining</u></td> <td></td> </tr> <tr> <td>ESTIMATED COST</td> <td colspan="3" rowspan="4" style="background-color: black;"></td> </tr> <tr> <td>COST OF MONEY</td> </tr> <tr> <td>FIXED FEE</td> </tr> <tr> <td>CPFF</td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p style="text-align: center;">(End of narrative B002)</p>	<u>FY11</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>		PCL COST					G&A	TCL COST (W/O COM)	COST OF MONEY	FEE	CPFF		<u>Hours</u>	<u>Hours</u>			<u>Description</u>	<u>Hours</u>	<u>Exercised</u>	<u>Remaining</u>		PM/CM				ENGINEERING	PRODUCT ASSUR/TEST	LOGISTICS	TOTAL						<u>Material</u>	<u>Material</u>			<u>Description</u>	<u>Material</u>	<u>Exercised</u>	<u>Remaining</u>		ESTIMATED COST				COST OF MONEY	FIXED FEE	CPFF				
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0003AU	<p><u>FY11 OPTION ESM EN11-04</u></p> <p>NOUN: 10050 [REDACTED]</p> <p>PRON: 4M1J741800 PRON AMD: 01 ACRN: AC</p> <p>AMS CD: 172419E5551</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>Estimated Cost</u></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:40%;"></td> </tr> <tr> <td>COM</td> <td colspan="4" rowspan="2" style="background-color: black;"></td> </tr> <tr> <td><u>Fixed Fee</u></td> </tr> <tr> <td>Total</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>ESM</u></td> <td style="width:15%;"><u>Description</u></td> <td style="width:15%;"><u>Hours</u></td> <td style="width:55%;"></td> </tr> <tr> <td>EN11-04</td> <td>Engineering Material/CDC</td> <td>N/A</td> <td></td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p>	<u>Estimated Cost</u>					COM					<u>Fixed Fee</u>	Total					<u>ESM</u>	<u>Description</u>	<u>Hours</u>		EN11-04	Engineering Material/CDC	N/A					\$ [REDACTED]																														
<u>Estimated Cost</u>																																																											
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EN11-04	Engineering Material/CDC	N/A																																																									

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00018	Page 4 of 6
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Material/ODC in support of the JLENS Engineering Services Contract.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>30-JAN-2012</td> </tr> </table> <p>\$ [REDACTED]</p>					DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	[REDACTED]	30-JAN-2012
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	[REDACTED]	30-JAN-2012												

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 5 of 6
	PIIN/SHN W31P4Q-10-C-0003	MOD/AMD P00018	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT	JO NO	ACRN		PRIOR AMOUNT	INCREASE/ DECREASE		CUMULATIVE AMOUNT
0003AU	4MJ741800	2	14MJLE	AC	\$	[REDACTED]	[REDACTED]	\$	320,271.00
	172419E5551								
						NET CHANGE	\$		320,271.00

ACRN	ACCOUNTING CLASSIFICATION			INCREASE/ DECREASE
AC	21 12040000015L5L68P1724192516 S01021		W31G3H	\$ 320,271.00
				NET CHANGE \$ 320,271.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 3,223,997.00	\$ 320,271.00	\$ 3,544,268.00

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION
0003AU	AC	21 111220400000 W31G3H 15L5L68172419E555125164MJ741800 14MJLE4M5 S01021

CONTINUATION SHEET**Reference No. of Document Being Continued**

PIIN/SIN W31P4Q-10-C-0003

MOD/AMD P00018

Page 6 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0021	ENGINEERING SERVICES MEMORANDUM EN11-04	19-SEP-2011	002	EMAIL

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM SH-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN11-04
		DATE 9/19/11
PROJECT TITLE [REDACTED]	CONTRACT NO. W31P4Q-10-C-0003	
ESTIMATED COMPLETION DATE OF ESM 01/30/12	COST ACCOUNT	
DESCRIPTION OF PROPOSED WORK [REDACTED]		
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE
To be specified in Sub-ESMs as required		
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE		
To be specified in Sub-ESMs as required		
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***		
	ORIGINAL ISSUE	"A" CHANGE
	"B" CHANGE	"C" CHANGE
	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	\$ [REDACTED]	\$ [REDACTED]
DIRECT LABOR & BURDEN	\$ [REDACTED]	\$ [REDACTED]
MATERIAL	\$ [REDACTED]	\$ [REDACTED]
COMPTSR/SUBCONTR LBR	\$ [REDACTED]	\$ [REDACTED]
TRAVEL & PER DIEM	\$ [REDACTED]	\$ [REDACTED]
OTHER	\$ [REDACTED]	\$ [REDACTED]
TOTAL	\$ [REDACTED]	\$ [REDACTED]
ESM MONITORS		
Raytheon IDS: [REDACTED]	CMDS P.O.: [REDACTED]	
CONCURRENCE SIGNATURES:		
ORIGINAL ISSUE	[REDACTED]	DATE 9/19/11
REVISION "A"	[REDACTED]	DATE 9/19/11
REVISION "B"		
REVISION "C"		
REVISION "D"		
REVISION "E"		
EXPLANATION OF REVISION: Original I: Period of Performance is expected to be from 1 October 2011 to 30 January 2012.		

Sheet 1

ENGINEERING SERVICES MEMORANDUM

ESM NO. **EN11-04**

DESCRIPTION OF PROPOSED WORK (CONT)					
MILESTONE PLAN (MEASURABLE TASKS ONLY)					
MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Cost-Plus-Fixed-Fee Page 1 Of 6

2. Amendment/Modification No. P00019 3. Effective Date SEP 23 2011 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (if applicable) JL 0011 11

6. Issued By US ARMY CONTRACTING COMMAND [Redacted] ANCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280 [Redacted] Code W31P40 7. Administered By (If other than Item 6) DCMA RAYTHEON TEWKSBURY 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY NA 01876-1198 Code S2205A SCD A PAS NONE ADP PT HQ0337

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 150 LOWELL ST ANDOVER, MA 01810-4400 TYPE BUSINESS: Large Business Performing in U.S. Code 05716 Facility Code 9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W31P40-10-C-0003 10B. Dated (See Item 13) 2003MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (if required) NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 0 A. This Change Order is Issued Pursuant To: The Contract/Order No. in Item 10A. The Changes Set Forth in Item 14 Are Made in B. The Above Numbered Contract/Order is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth in Item 14, Pursuant To The Authority of FAR 43.103(b). C. This Supplemental Agreement is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT OF BOTH PARTIES D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible) SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15B. [Redacted] 15C. Date Signed 9/23/11 16A. Name And Title Of Contracting Officer (Type or print) [Redacted] 16C. Date Signed 23 Sept 11

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 6

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00019

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 BY EXECUTION OF THIS MODIFICATION (P00019) THE FOLLOWING IS INCORPORATED INTO CONTRACT W31P4Q-10-C-0003.

A-2 THE FOLLOWING PERIOD OF PERFORMANCE CHANGES ARE MADE ON ENGINEERING SERVICE MEMORANDUMS (ESMS)/SUB-ENGINEERING SERVICE MEMORANDUMS (SUB-ESMS):

BSM	SLIN	FROM	TO
LOG 11-01 REV A	0003AS	30 SEPT 2011	31 AUG 2012
LOG 11-01 REV A	0003AT	30 SEPT 2011	31 AUG 2012
EN 11-01 REV A	0003AG	30 SEPT 2011	31 MAR 2012
EN 11-01 REV A	0003AH	30 SEPT 2011	31 MAR 2012
LOG 11-02 REV A	0003AQ	30 SEPT 2011	30 SEPT 2012
LOG 11-02 REV A	0003AR	30 SEPT 2011	30 SEPT 2012
EN 11-02 REV A	0003AL	30 SEPT 2011	31 MAR 2012
EN 11-02 REV A	0003AM	30 SEPT 2011	31 MAR 2012

A-3 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0019 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00019

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
0003	SECURITY CLASS: Unclassified													
0003AG	<p><u>FY11 OPTION ESM EN11-01 LABOR</u></p> <p>NOUN: [REDACTED] - 790 PRON: 4MLJ733500 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>31-MAR-2012</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	[REDACTED]	31-MAR-2012	[REDACTED]	HR		\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	[REDACTED]	31-MAR-2012												
0003AH	<p><u>FY11 OPTION ESM EN11-01 MATERIAL/ODC</u></p> <p>NOUN: [REDACTED] - 790 PRON: 4MLJ733500 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>31-MAR-2012</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	[REDACTED]	31-MAR-2012				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	[REDACTED]	31-MAR-2012												
0003AL	<p><u>FY11 OPTION ESM EN11-02 LABOR</u></p> <p>NOUN: [REDACTED] - PRON: 4M1MMICST2 PRON AMD: 02 ACRN: AC AMS CD: 172419E5500</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	[REDACTED]	HR		\$ [REDACTED]									

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00019	Page 5 of 6
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Name of Offeror or Contractor: RAYTHRON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 [REDACTED] 30-SEP-2012 \$ [REDACTED]				
0003AS	<u>FY11 OPTION ESM LOG11-01 LABOR</u> NOUN: PRE-LRIP WHOLE LIFE PRON: 4MLJ740700 PRON AMD: 02 ACRN: AC AMS CD: 172419E5551 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 [REDACTED] 31-AUG-2012 \$ [REDACTED]	[REDACTED]	HR		\$ [REDACTED]
0003AT	<u>FY11 OPTION ESM LOG11-01 MATERIAL/ODC</u> NOUN: PRE-LRIP WHOLE LIFE PRON: 4MLJ740700 PRON AMD: 02 ACRN: AC AMS CD: 172419E5551 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 [REDACTED] 31-AUG-2012 \$ [REDACTED]				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 6 of 6

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00019

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0022	ENGINEERING SERVICES MEMORANDUM LOG11-01 REV A	12-SEP-2011	002	EMAIL
Attachment 0023	ENGINEERING SERVICES MEMORANDUM EN11-01 REV A	12-SEP-2011	002	EMAIL
Attachment 0024	ENGINEERING SERVICES MEMORANDUM LOG11-02 REV A	12-SEP-2011	003	EMAIL
Attachment 0025	ENGINEERING SERVICES MEMORANDUM EN11-02 REV A	12-SEP-2011	002	EMAIL

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. LOG11-01 Rev "A" DATE 9/12/2011				
PROJECT TITLE Provide JLENS Pre-LRIP Whole Life Availability Management		CONTRACT NO. W31P4Q-10-C-0003				
ESTIMATED COMPLETION DATE OF ESM 8/31/2012		COST ACCOUNT				
DESCRIPTION OF PROPOSED WORK JLENS Whole Life Availability Management includes ongoing, pre-LRIP review, identification and mitigation analyses of actual and potential availability risks that will impact production of the system over the contract period of performance as well as initial sustainment as of sell-off. Availability Management will effectively integrate parts availability, COTS EOL (End Of Life) & EOSL (End Of Service Life), interchangeability and substitutability, part replacement locating, supplier interface, technology insertion, reliability performance, and inventory management. JLENS Availability Management consists of four components: 1) Availability Management planning, 2) development and coordination of mitigation strategies, 3) transfer of Availability Management results to IPO for incorporation into their controlled website and 4) delivery of Availability Management planning and assessment reports. (continued below)						
GOVERNMENT FURNISHED EQUIPMENT To be specified in Sub-ESMs as required	DATE REQUIRED	RETURN DATE				
CONDITION OF RETURN						
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required						
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***						
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPTA/SUBCONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$
ESM MONITORS Raytheon IDS: [Redacted]			CMDS P.O.: [Redacted]			
CONCURRENCE SIGNATURES:						
	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE		
ORIGINAL ISSUE	Issued MOD P00013	6/15/2011	[Redacted]	[Redacted]		
REVISION "A"	[Redacted]	9/12/11	[Redacted]	14 Sep 2011		
REVISION "B"	[Redacted]		[Redacted]			
REVISION "C"						
REVISION "D"						
REVISION "E"						
EXPLANATION OF REVISION: REV "A" - Extend PoP for SUBCLINs 0003AS and 0003AT from 9/30/2011 to 8/31/2012.						

ENGINEERING SERVICES MEMORANDUM

ESM NO.

LOG11-01 REV "A"

DESCRIPTION OF PROPOSED WORK (CONT)

1. Perform Availability Management Planning

Organization of tasks required to perform Availability Management in preparation for JLENS LRIP. Includes scheduling, prioritization, migration of lessons learned, system level oversight of End of Life/End of Service Life (EOL/EOSL) thresholds for all externally procured and internally fabricated Lowest Replaceable Units (LRUs) throughout the system's POP (March 2011- May 2012). Also includes establishment and oversight of system Availability Risk Level (ARL) and development and implementation of asset availability and obsolescence mitigation strategies. Additionally provide Availability Management lead role, EVMS management, and customer interface.

2. Coordinate Mitigation Strategies

Coordinate mitigation strategies for parts obsolescence and availability issues as they arise during the Pre-LRIP phase of the program. Coordinate Rapid Response Team action items to support Investigation Requests (IR). Address problematic design issues as requested by the Subject Matter Experts (SMEs).

Provide Availability Management program meeting support by preparing for and attending weekly program support meetings, design reviews, IPDS reviews, system reviews, team meetings, and any other regularly scheduled program meetings and events as required. Provide weekly and monthly subcontractor progress reviews and attend customer Monthly meeting (VTC or Teleconference). As required obtain SME support from subcontractors TCOM and Raytheon SAS.

3. Periodic Transfer of Data to JPO to Incorporate Into Their Controlled Website

Accommodate web based reporting needs of JLENS program. Task to include the expansion of the current reporting capabilities within the Availability Dashboard. This task requires incorporation of all pertinent LRIP data structures and inputs into current reporting databases. Availability management data can be periodically (i.e. daily, weekly, etc.) transferred to JPO for incorporation into their controlled website.

4. Deliver Planning and Assessment Reports

Prepare monthly availability assessment reports and weekly Availability Management highlights to summarize activities and accomplishments. Inputs include tasks, status, and issues encountered during previous period. Deliver final summary availability assessment report at completion of contract period.

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN11-01 REV "A"
		DATE 09/12/2011
PROJECT TITLE Provide support to JLENS AMF Radio Demonstration	CONTRACT NO. W31P4Q-10-C-0003	
ESTIMATED COMPLETION DATE OF ESM 3/31/2012	COST ACCOUNT	
DESCRIPTION OF PROPOSED WORK		
<p>1. Define concept for a field demonstration of a [REDACTED] integrated (as a communication relay only) on JLENS aerostat platform at Utah Test and Training Range. Demonstration approach will be documented in an engineering memo to include:</p> <ul style="list-style-type: none"> a) CONOPS for radio configuration and operation b) Radio Waveforms and Frequency Allocation c) Mechanical / Electrical Interface requirements <p>2. Complete design trade studies to establish detailed technical approach for conduct of the demonstration and document in engineering memos</p> <ul style="list-style-type: none"> a) Perform EM/EMC (Cosite) analysis to assess potential interference between [REDACTED] and other JLENS emitters/receivers. b) Determine approach for mechanical integration on the aerostat and trim/balance impact c) Establish detailed design descriptions of all power, electrical, mechanical, RF and control interfaces required for radio integration, while minimizing impact on existing SDD compliant hardware. 		
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE
None		
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE		
None		
ESTIMATED COST		
*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***		
	ORIGINAL ISSUE	"A" CHANGE
DIRECT LABOR HOURS		
DIRECT LABOR & BURDEN	\$	\$
MATERIAL	\$	\$
COMPTA/SUBCONTR LBR	\$	\$
TRAVEL & PER DIEM	\$	\$
OTHER	\$	\$
TOTAL	\$	\$
ESM MONITORS		
Raytheon ID#:	[REDACTED]	CMDS P.O.:
CONCURRENCE SIGNATURES:		
RAYTHEON IDS	DATE	CMDS PROJECT OFFICE
ORIGINAL ISSUE	DATE	DATE
Issued MOD P000R	2/10/11	[REDACTED]
REVISION "A"	9/12/11	14 Sep 2011
REVISION "B"		
REVISION "C"		
REVISION "D"		
REVISION "E"		
EXPLANATION OF REVISION:		
Rev A - Extends PoP for SUBCLINs 0003AG and 0003AH from 9/30/2011 to 3/31/2012		

ENGINEERING SERVICES MEMORANDUM

ESM NO. **EN11-01 Rev "A"**

DESCRIPTION OF PROPOSED WORK (CONT)

3) Develop detailed plan for Phase 2 demo execution, including schedule, cost, CFE/GFI, and range support requirements

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

W31P4Q-10-C-0003
Attachment 0023 2 of 2
Date: **SEP 23 2011**

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. LOG11-02 REV "A"	
		DATE 09/12/2011	
PROJECT TITLE Perform Interim Support Business Case Analysis (BCA)		CONTRACT NO. W31P4Q-10-C-0003	
ESTIMATED COMPLETION DATE OF ESM 9/30/2012		COST ACCOUNT	
DESCRIPTION OF PROPOSED WORK The purpose of JLENS Interim Support is to provide total or partial logistics support until a formal, long term government maintenance capability is developed. As required by the Government, JLENS Interim Support may include all services, supplies, and management necessary to field, operate, maintain and support the JLENS SDD Orbits 1 and 2 after their acceptance by the Government. Interim support tasks may include site development, system deployment, installation, field and depot level support, Field Support Representatives (FSRs), stock, storage and issuance of spares and repair parts, the providing of an Inventory Control Point, system upgrades (ECPs) for growth/technology insertion, software maintenance/updates, training, training support and updates to existing training material, updates to technical documentation, and necessary project management, systems engineering and configuration management activities. To cost effectively develop and execute interim support consistent with the mission and operations requirements and sustainment metrics defined by the Government, modeling and simulation, analyses, and trade studies will be performed as part of a (continued below)			
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	
To be specified in Sub-ESMs as required			
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required			
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***			
	ORIGINAL ISSUE	"A" CHANGE	
DIRECT LABOR HOURS			
DIRECT LABOR & BURDEN	\$	\$	
MATERIAL	\$	\$	
COMPTN/SUBCONTR LBR	\$	\$	
TRAVEL & PER DIEM	\$	\$	
OTHER	\$	\$	
TOTAL	\$	\$	
ESM MONITORS Raytheon IDS: [REDACTED] CMDS P.O.: [REDACTED]			
CONCURRENCE SIGNATURES:			
	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE
ORIGINAL ISSUE	Issued MOD P00012	6/1/2011	[REDACTED]
REVISION "A"	[REDACTED]	9/12/11	[REDACTED]
REVISION "B"	[REDACTED]		14 Sep 2011
REVISION "C"	[REDACTED]		
REVISION "D"	[REDACTED]		
REVISION "E"	[REDACTED]		
EXPLANATION OF REVISION: Rev "A" - Extend PoP for SUBCLIN 0003AQ from 9/30/2011 to 9/30/2012 and SUBCLIN 0003AR from 6/01/2011 to 9/30/2012.			

ENGINEERING SERVICES MEMORANDUM

ESM NO. LOG11-02 REV "A"

DESCRIPTION OF PROPOSED WORK (CONT)

Business Case Analysis (BCA). Per the Army's Business Case Analysis Policy (dated 8/18/05), a BCA provides a comprehensive examination of the expected benefits, costs, and savings that would result from the implementation of alternative product support strategies. The BCA will assess the feasibility of pursuing potential JLENS Interim Support sourcing/support alternatives for Orbits 1 and 2 and will include the following tasks:

a. Define Mission/Operations Requirements and Sustainment Metrics

Provide assistance to the Government in developing, and then document the mission, CONOPS, and operations requirements for SDD Orbits 1 and 2 at their defined deployment sites. Provide assistance to the Government in updating (as required) the Key Performance Parameter/Key System Attribute (KPP/KSA) parameters for the JLENS sustainment system. These KPP/KSA parameters may include Materiel Availability, Materiel Reliability, Mean Down Time, Materiel Ownership Cost and/or additional sustainment enabler metrics

b. Perform Sustainment and Modeling Simulations

Modeling and Simulations (M&S) are effective tools in the supportability analysis and evaluation process because all the sustainment/materiel readiness driver metrics and costs can be considered in parallel. Consequently, the sustainment M&S objective will be to use validated models to consider materiel availability/readiness implications and nonrecurring and recurring life cycle costs when assessing the merits of sustainment alternatives. The support environments for SDD Orbits 1 and 2 will be optimized for speed of deployment, readiness, and cost by a) developing a system dynamic model that focuses on interdependencies, feedback effects, time dependencies, causal relationships, and trends to simulate the real world of a deployed JLENS system and b) updating the existing JLENS life cycle cost model.

c. Perform Supportability Requirements Definition

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the required maintenance and sustainment concepts and the systems' physical, maintenance and operational environments. Develop and document an optimized manpower and personnel staffing approach and minimal logistics footprint.

d. Perform Depot Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the optimum approach to the sustainment supply chain (i.e. Government, OEM, or 3PL), depot logistics (transportation, warehousing, cross-docking, inventory management, packaging, and freight forwarding), depot operations (i.e. Organic, PPL, OEM, or COTS vendors), and FRACAS process.

(continued below)

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

W31P4Q-10-C-0003
Attachment 0024 2 of 3
Date SEP 23 2011

e. Perform Support System Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, determine and document the best fit interim support contracting approach most likely to achieve the Government's readiness and cost requirements for SDD Orbits 1 and 2. Perform and document trade-offs to determine the optimum approach to configuration management, sparing and repairs, asset visibility, support and test equipment, training and technical documentation, reachback and software support.

f. Perform Site and Facilities Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the optimum approach to packing and shipping, site preparation and installation, security, facilities, operations, maintenance, and administrative staffing, and site communications.

g. Perform Sensitivity and Risk Analyses and Develop Conclusions and Recommendations

Conduct a sensitivity analysis to determine how much each alternative must change in certain key areas or variables to be preferred over the best alternative. Make a risk assessment to determine potential interim support problem areas, the likelihood of these problems occurring, and mitigation strategies. Perform a final assessment of the BCA results and provide a recommended approach for JLENS Orbits 1 and 2 interim support.

The BCA will be documented according to the Army's Business Case Analysis Policy and per the following outline:

- I. Executive Summary
- II. Introduction/Overview
- III. Methods and Assumptions
- IV. Business Impacts
- V. Sensitivity and Risks
- VI. Conclusions and Recommendations

The Interim Support Business Case Analysis will be conducted in two phases. Phase I will be a limited scope BCA intended to provide recommendations to the JPO on interim support options. It is the starting point in the process of evaluating and selecting sourcing/support alternatives. A follow on Phase II BCA will build on the initial limited scope BCA, evaluating the interim support options approved by the JPO and providing specific interim support recommendations. This initial ESM is to fund the Phase I, limited scope BCA.

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

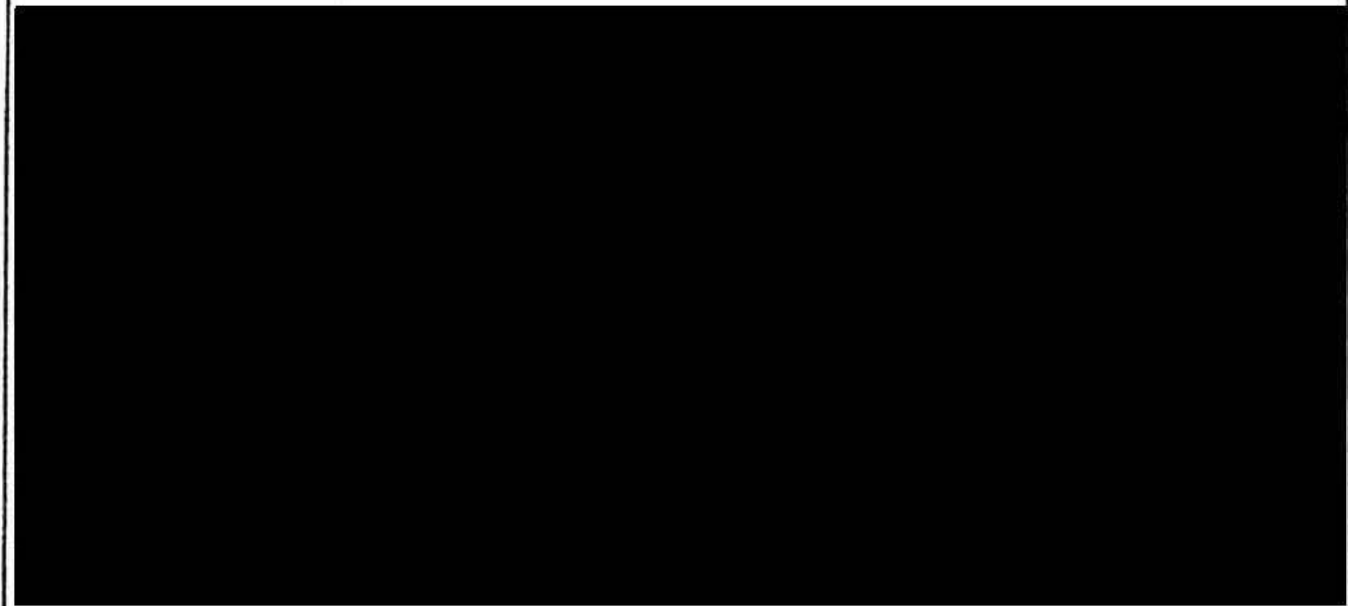
ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN11-02 REV "A"
		DATE 09/12/2011
PROJECT TITLE [REDACTED]	CONTRACT NO. W31P4Q-10-C-0003	
ESTIMATED COMPLETION DATE OF ESM 03/31/2012	COST ACCOUNT	
DESCRIPTION OF PROPOSED WORK [REDACTED]		
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE
To be specified in Sub-ESMs as required		
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE		
To be specified in Sub-ESMs as required		
ESTIMATED COST		
*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***		
	ORIGINAL ISSUE	"A" CHANGE
	"B" CHANGE	"C" CHANGE
	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	\$	\$
DIRECT LABOR & BURDEN	\$	\$
MATERIAL	\$	\$
COMPT/R/SUBCONTR LBR	\$	\$
TRAVEL & PER DIEM	\$	\$
OTHER	\$	\$
TOTAL	\$	\$
ESM MONITORS		
Raytheon IDS: [REDACTED]	CMDS P.O.: [REDACTED]	
CONCURRENCE SIGNATURES:		
	RAYTHEON IDS	DATE
ORIGINAL ISSUE	Issued in P00010	5/11/2011
REVISION "A"	[REDACTED]	9/12/11
REVISION "B"	[REDACTED]	[REDACTED]
REVISION "C"	[REDACTED]	[REDACTED]
REVISION "D"	[REDACTED]	[REDACTED]
REVISION "E"	[REDACTED]	[REDACTED]
EXPLANATION OF REVISION:		
Rev A -- Extends PoP for SubCLINs 0003AL and 0003AM from 9/30/2011 to 3/31/2012		

ENGINEERING SERVICES MEMORANDUM

ESM NO. EN11-02 Rev "A"

DESCRIPTION OF PROPOSED WORK (CONT)



MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code
Cost-Plus-Fixed-Fee Page 1 Of 6

2. Amendment/Modification No. **P00020** Effective Date **SEP 26 2011** 4. Requisition/Purchase Req No. **SEE SCHEDULE** 5. Project No. (If applicable) **JL 0012 11**

6. Issued By Code **W31P40** 7. Administered By (If other than Item 6) Code **S2205A**
 US ARMY CONTRACTING COMMAND
 [REDACTED]
 ANCOR CONTRACTING CENTER
 REDSTONE ARSENAL AL 35898-5280
 [REDACTED]

DCMA RAYTHEON TOWNSBURY
 50 APPLE HILL DRIVE
 M/S T2FR2
 TOWNSBURY MA 01876-1198

SCD A PA5 NONE ADP PT HQ0337

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 RAYTHEON COMPANY
 350 LOWELL ST
 ANDOVER, MA 01810-4400

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.
 W31P40-10-C-0003

10B. Dated (See Item 13)
 2003MAR17

TYPE BUSINESS: Large Business Performing in U.S.
 Code 05716 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AA NET DECREASE: -\$101.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
 It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In
 The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT OF BOTH PARTIES

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15. Name And Title Of Contracting Officer (Type or print)

[REDACTED]

15C. Date Signed **9/26/11** Date Signed **26 Sept 11**

NSN 75-40-01-152-8070 REV. 10-83
 PREVIOUS EDITIONS UNUSABLE (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SIN W31P4Q-10-C-0003 MOD/AMD P00020	Page 2 of 6
Name of Offeror or Contractor: RAYTHEON COMPANY		

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00020) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS OF MODIFICAITON, THIS MODIFICATION RE-ALIGNS ENGINEERING SERVICES MEMORANDUM PM/CM 10-01 MATERIAL DOLLARS TO LABOR HOURS UNDER THE FOLLOWING:

<u>CLIN</u>	<u>ESM</u>	<u>PRON</u>	<u>HOURS</u>	<u>DOLLAR</u>
0001AA	PM/CM10-01 REV E	4M0J31300	[REDACTED]	[REDACTED]
0001AB	PM/CM10-01 REV E	4M0J31300	[REDACTED]	[REDACTED]

A-3 AS A RESULT OF THIS MODIFICTAION SLIN 0001AA IS REVISED TO SHWO THE TOTAL MATERIAL/ODC DOLLARS RE-ALIGNED TO SLIN 0001AB AS DIRECT LABOR HOURS. SLIN 0001AB IS REDUCED BY [REDACTED] FROM [REDACTED] TO \$0. CLIN 0001AA IS INCREASED BY TOTAL NUMBER OF [REDACTED] HOURS AND INCREASED BY A TOTAL AMOUNT OF [REDACTED]

A-4 THE BREAKOUT OF HOURS AND ASSOCIATED COSTS FOR SLINS 0001AA AND 0001AB ARE REFLECTED IN SECTION B OF THIS MODIFICATION. SECTION J REFLECTS THE REVISED ENGINEERING SERVICES MEMORANDUM PM/CM101-01 REV E AS ATTACHMENT 0026.

A-5 BY EXECUTION OF THIS MODIFICATION, SLIN 0003AU COST BREAKOUT IS CORRECTED FROM:

	<u>FROM</u>		<u>TO</u>
COST	[REDACTED]	COST	[REDACTED]
COM	[REDACTED]	COM	[REDACTED]
FEE	[REDACTED]	FEE	[REDACTED]
TOTAL	[REDACTED]	TOTAL	[REDACTED]

A-5 AS A RESULT OF THIS MODIFICATION, THE TOTAL AMOUNT OF THE CONTRACT IS DECREASED BY \$101 FROM \$5,298,585.00 TO \$5,298.48.00.

A-6 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE EFFECT.

*** END OF NARRATIVE A0020 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00020	Page 3 of 6
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																				
0001	SECURITY CLASS: Unclassified																				
0001AA	<p><u>FY10 BASIC ESM PM/CM10-01 LABOR</u></p> <p>NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551</p> <p style="text-align: center;">FROM BY TO</p> <p>DIRECT LABOR [REDACTED] DIR. LABOR & BURDEN [REDACTED] MATERIAL [REDACTED]</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>ESM</u></th> <th style="text-align: left;"><u>Description</u></th> <th style="text-align: left;"><u>Hours</u></th> </tr> </thead> <tbody> <tr> <td>PM/CM10-01 REV B</td> <td>PM/CM Labor</td> <td>[REDACTED]</td> </tr> </tbody> </table> <p>COMPOSITE HOURLY RATE [REDACTED]</p> <p style="text-align: center;">(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>DLVR SCH</u></th> <th style="text-align: left;"><u>PERF COMPL</u></th> </tr> <tr> <th style="text-align: left;"><u>REL CD</u></th> <th style="text-align: left;"><u>QUANTITY</u></th> </tr> <tr> <th style="text-align: left;"><u>DATE</u></th> <th style="text-align: left;"><u>DATE</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>[REDACTED]</td> </tr> <tr> <td></td> <td>31-OCT-2011</td> </tr> </tbody> </table> <p style="text-align: center;">\$ [REDACTED]</p>	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	PM/CM10-01 REV B	PM/CM Labor	[REDACTED]	<u>DLVR SCH</u>	<u>PERF COMPL</u>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	<u>DATE</u>	001	[REDACTED]		31-OCT-2011	[REDACTED]	HR		\$ [REDACTED]
<u>ESM</u>	<u>Description</u>	<u>Hours</u>																			
PM/CM10-01 REV B	PM/CM Labor	[REDACTED]																			
<u>DLVR SCH</u>	<u>PERF COMPL</u>																				
<u>REL CD</u>	<u>QUANTITY</u>																				
<u>DATE</u>	<u>DATE</u>																				
001	[REDACTED]																				
	31-OCT-2011																				
0001AB	<p><u>FY10 BASIC ESM PM/CM10-01 MATERIAL/ODC</u></p> <p>NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551</p> <p style="text-align: center;">FROM BY TO</p> <p>DIRECT LABOR HOURS [REDACTED] DIR LABOR & BURDEN [REDACTED] MATERIAL [REDACTED] TOTAL [REDACTED]</p>																				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHN W31P4Q-10-C-0003 MOD/AMD P00020

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>ESM Description Hours PM/CM10-01 PM/CM Material/ODC N/A</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 [REDACTED] 31-OCT-2011</p>				
0003	SECURITY CLASS: Unclassified				
0003AU	<p>FY11 OPTION ESM EN11-04</p> <p>NOUN: [REDACTED] PRON: 4M1J/41800 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p> <p>Estimated Cost [REDACTED] COM [REDACTED] Fixed Fee [REDACTED]</p> <p>Total [REDACTED]</p> <p>ESM Description Hours EN11-04 Engineering Material/ODC N/A</p> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Material/ODC in support of the JLENS Engineering Services Contract.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				\$ [REDACTED]

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SHN W31P4Q-10-C-0003 MOD/AMD P00020	Page 5 of 6
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT	JO NO	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0001AA	4M0J731300 17241985551	1	04MJLE	AA	\$		
0001AB	4M0J731300 17241985551	1	04MJLE	AA	\$		
					NET CHANGE	\$ -101.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AA	21 02040000005L5L68P1724192516 S01021	\$ -101.00
		NET CHANGE \$ -101.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 5,298,585.00	\$ -101.00	\$ 5,298,484.00

LINE ITEM	ACRN	EDI/SPIS	ACCOUNTING CLASSIFICATION
0001AA	AA	21	101120400000 W31G3H 05L5L68172419E555125164M0J731300 04MJLE S01021
0001AB	AA	21	101120400000 W31G3H 05L5L68172419E555125164M0J731300 04MJLE S01021

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 6 of 6

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00020

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0026	ENGINEERING SERVICES MEMORANDUM PM/CM10-01 REV E	23-SEP-2011	002	EMAIL

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. PM/CM10-01 "E"	
		DATE 09/22/2011	
PROJECT TITLE JLENS Program Management / Configuration Management (Basic)	CONTRACT NO. W31P4Q-10-C-0003		
ESTIMATED COMPLETION DATE OF ESM 10/31/11	COST ACCOUNT		
DESCRIPTION OF PROPOSED WORK Performance of Program Management and Document / Configuration Management functions for the JLENS Engineering Services Program to include: Program Management Cost Control Develop support plan for ESMs and Sub-ESMs as required Document and deliver CDRLs Configuration Control ESMs shall be generated IAW the SOW. Cost and performance reports shall be provided IAW the SOW.			
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE			
ESTIMATED COST			
*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***			
	ORIGINAL ISSUE	"A" CHANGE	
DIRECT LABOR HOURS	\$	\$	
DIRECT LABOR & BURDEN	\$	\$	
MATERIAL	\$	\$	
COMPTSR/SUB/CONTR LBR	\$	\$	
TRAVEL & PER DIEM	\$	\$	
OTHER	\$	\$	
TOTAL	\$	\$	
ESM MONITORS Raytheon IDS: [REDACTED] CMDG P.O.: [REDACTED]			
CONCURRENCE SIGNATURES:			
	RAYTHEON IDS	DATE	CMDG PROJECT OFFICE
ORIGINAL ISSUE	Issued via award	3/17/10	
REVISION "A"	Issued on 9/28/10	9/28/10	
REVISION "B"	Issued on 3/24/11	3/24/11	
REVISION "C"	Issued on 6/23/11	6/23/11	
REVISION "D"	Issued on 8/31/11	8/31/11	
REVISION "E"	[REDACTED]	9/22/11	[REDACTED]
EXPLANATION Revision "A" - Changes Estimated Completion Date from 30 September 2010 to 31 March 2011 Revision "B" - Changes Estimated Completion Date from 31 March 2011 to 30 June 2011 Revision "C" - Changes Estimated Completion Date from 30 June 2011 to 30 September 2011 Revision "D" - Changes Estimated Completion Date from 30 September 2011 to 31 October 2011 Revision "E" - Realigns funding from material to direct labor.			

ENGINEERING SERVICES MEMORANDUM

ESM NO. **PM/CM10-01 "E"**

DESCRIPTION OF PROPOSED WORK (CONT)

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 3
2. Amendment/Modification No. PC0021	3. Effective Date OCT 21 2011	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0012 11	
6. Issued By Code W31P40 US ARMY CONTRACTING COMMAND [REDACTED] AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280 [REDACTED]	7. Administered By (If other than Item 6) Code S2205A DCMA RAYTHEON TENKSURRY 50 APPLE HILL DRIVE M/S T2PR2 TENKSURRY MA 01876-1198 SCD A PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 150 LOWELL ST ANDOVER, MA 01810-4400 TYPE BUSINESS: Large Business Performing in U.S. Code 05716 Facility Code			9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W31P4Q-10-C-0003 10B. Dated (See Item 13) 2003MAR17	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 7

<input type="checkbox"/>	A. This Change Order Is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input checked="" type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

[REDACTED]		16. Name of NEW Contract/Order (Type and No.) [REDACTED]
[REDACTED]	15C. Date Signed 10/21/2011	16C. Date Signed 21 Oct 2011
[REDACTED] (Signature of person authorized to sign)		[REDACTED]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00021	Page 2 of 3
Name of Offeror or Contractor: RAYTHEON COMPANY		

SECTION A - SUPPLEMENTAL INFORMATION

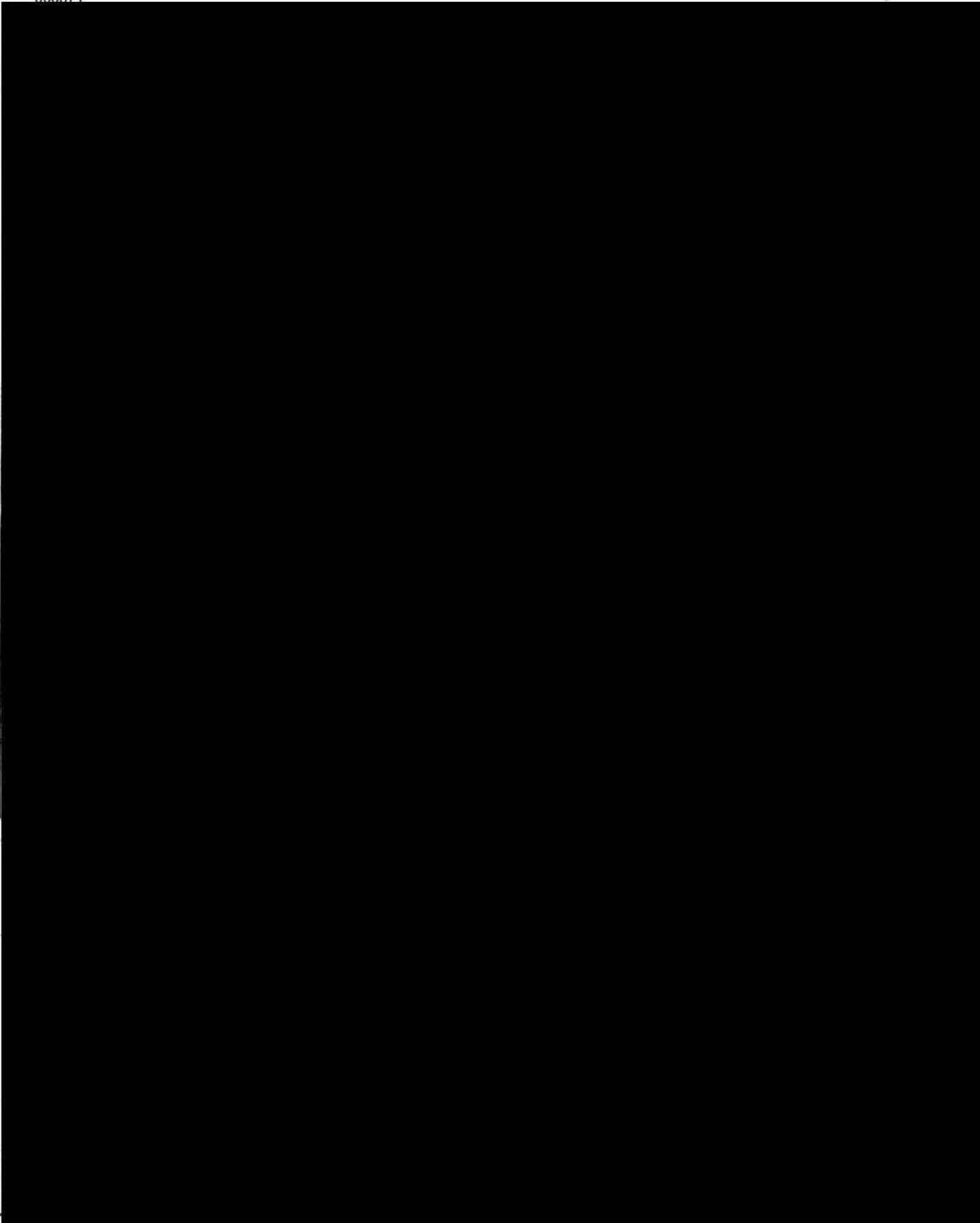
- A-1 BY EXECUTION OF THIS MODIFICATION (P00021) THE FOLLOWING IS INCORPORATED INTO CONTRACT W31P4Q-10-C-0003.
- A-2 BY EXECUTION OF THIS MODIFICATION THE ATTACHED GPE LIST UNDER THE SUBJECT JLENS CONTRACT, IS TRANSFERRED FROM CONTRACT W31P4Q-10-C-0003 TO AIR FORCE CONTRACT FA8002-10-D-0541 PER THE ATTACHMENT 0027.
- A-3 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE EFFECT.

*** END OF NARRATIVE A0021 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 3
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00021	
Name of Offeror or Contractor: RAYTHEON COMPANY			

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0027	GOVERNMENT FURNISHED EQUIPMENT TRANSFER TO FA0002-10-D-0541	06-OCT-2011	001	EMAIL



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code <small>Cost-Plus-Fixed-Fee</small>	Page 1 Of 7
2. Amendment/Modification No. P00022		3. Effective Date OCT 27 2011		4. Requisition/Purchase Req No. SEE SCHEDULE
5. Project No. (If applicable) JL 0001 12		6. Issued By US ARMY CONTRACTING COMMAND AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280		
Code W31P4Q		7. Administered By (If other than Item 6) DONA RAYTHEON TENKSURRY 50 APPLES HILL DRIVE N/S T2FR2 TENKSURRY MA 01876-1198		Code S2205A
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 150 LOWELL ST ANDOVER, MA 01810-4400		9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W31P4Q-10-C-0003 10B. Dated (See Item 13) 2003MAR17		
TYPE BUSINESS: Large Business Performing in U.S. Code 05716 Facility Code		SCD A PAS NONE ADP PT HQ0337		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting And Appropriation Data (If required) ACRN: AD NET INCREASE: \$102,724.00				
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.				
KIND MOD CODE: G				
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In				
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).				
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: PAR 43.103 (A) (3)				
<input type="checkbox"/> D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.				
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. Name And Title Of Contracting Officer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)		
[Redacted]		[Redacted]		
15C. Date Signed 10/27/11		16C. Date Signed 27 Oct 2011		
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE		M 30 (REV. 10-83) FAR (48 CFR) 53.243		

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 7

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00022

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00022) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS MODIFICATION, PURSUANT TO SECTION H-7 TO THE CONTRACT ENTITLED "OPTIONS" THE US GOVERNMENT HEREBY EXERCISES
 [REDACTED] total Material/ODC Dollars from CLIN 0004.

A-3 AS A RESULT OF THIS MODIFICATION CLIN 0006 MATERIAL IN THE AMOUNT OF [REDACTED] IS HEREBY RE-ALIGNED TO CLIN 0004 MATERIAL. THE RE-ALIGNMENT IS REFLECTED AS FOLLOWS:

<u>CLIN</u>	<u>FROM</u>	<u>CHANGE</u>	<u>TO</u>
-------------	-------------	---------------	-----------

0006	[REDACTED]		
0004	[REDACTED]		

SLIN 0004AA AND 0004AB ARE ESTABLISHED IN THE TOTAL AMOUNT OF [REDACTED] AND IS REFLECTED AS FOLLOWS:

<u>SLIN</u>	<u>ESM</u>	<u>PRON</u>	<u>CATEGORY</u>	<u>TOTAL</u>
-------------	------------	-------------	-----------------	--------------

0004AA	PM/CM12-01	4M2J710300	LABOR	[REDACTED]
0004AB	PM/CM12-01	4M2J710300	MATERIAL/ODC	[REDACTED]

TOTAL				[REDACTED]
-------	--	--	--	------------

SLIN 0004AA HAS A PERIOD OF PERFORMANCE FROM DATE OF AWARD THROUGH 30 SEPTEMBER 2012. SLIN 0004AB HAS A PERIOD OF PERFORMANCE FROM DATE OF AWARD THROUGH 30 SEPTEMBER 2012.

A-4 THE BREAKOUT OF ASSOCIATED COSTS FOR SLIN 0004AA AND 0004AB ARE REFLECTED IN SECTION B OF THIS MODIFICATION.

A-5 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS INCREASED BY \$102,724 FROM \$5,298,484 TO \$5,401,208

A-6 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0022 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00022	Page 3 of 7
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																																				
0004	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY12 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"><u>FY12</u></td> <td style="width:15%;"><u>Labor</u></td> <td style="width:15%;"><u>Material</u></td> <td style="width:15%;"><u>Total</u></td> <td style="width:45%;"></td> </tr> <tr> <td>PCL COST</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>G&A</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>TCL COST (W/O COM</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td><u>FEE</u></td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>CPPF</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"></td> <td style="width:15%;"></td> <td style="width:15%; text-align: center;"><u>Hours</u></td> <td style="width:15%; text-align: center;"><u>Hours</u></td> <td style="width:45%;"></td> </tr> <tr> <td><u>Description</u></td> <td style="text-align: center;"><u>Hours</u></td> <td style="text-align: center;"><u>Exercised</u></td> <td style="text-align: center;"><u>Remaining</u></td> <td></td> </tr> <tr> <td>PM/CM</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>ENGINEERING</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>LOGISTICS</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>TOTAL</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"></td> <td style="width:15%;"></td> <td style="width:15%; text-align: center;"><u>Material</u></td> <td style="width:15%; text-align: center;"><u>Material</u></td> <td style="width:45%;"></td> </tr> <tr> <td><u>Description</u></td> <td style="text-align: center;"><u>Material</u></td> <td style="text-align: center;"><u>Exercised</u></td> <td style="text-align: center;"><u>Remaining</u></td> <td></td> </tr> <tr> <td>ESTIMATED COST</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td><u>FIXED FEE</u></td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> <tr> <td>CPPF</td> <td colspan="3" style="background-color: black;"></td> <td></td> </tr> </table> <p>COMPOSITE HOURLY RATE IS FOR [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>	<u>FY12</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>		PCL COST					G&A					TCL COST (W/O COM					COST OF MONEY					<u>FEE</u>					CPPF							<u>Hours</u>	<u>Hours</u>		<u>Description</u>	<u>Hours</u>	<u>Exercised</u>	<u>Remaining</u>		PM/CM					ENGINEERING					PRODUCT ASSUR/TEST					LOGISTICS					TOTAL							<u>Material</u>	<u>Material</u>		<u>Description</u>	<u>Material</u>	<u>Exercised</u>	<u>Remaining</u>		ESTIMATED COST					COST OF MONEY					<u>FIXED FEE</u>					CPPF					[REDACTED]	HR	\$	[REDACTED]
<u>FY12</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>																																																																																																						
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00022	Page 4 of 7
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Name of Offeror or Contractor: RAYTHRON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p style="text-align: center;">FROM BY TO</p> <p>DIRECT LABOR [REDACTED]</p> <p>DIR. LABOR & BURDEN [REDACTED]</p> <p>COMPOSITE HOURLY RATE [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;">PERF COMPL</td> <td style="width: 40%;"></td> </tr> <tr> <td>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>30-SEP-2012</td> </tr> </table> <p style="text-align: center;">\$ [REDACTED]</p>	DLVR SCH	PERF COMPL		REL CD	QUANTITY	DATE	001	[REDACTED]	30-SEP-2012				
DLVR SCH	PERF COMPL													
REL CD	QUANTITY	DATE												
001	[REDACTED]	30-SEP-2012												
0004AB	<p><u>FY12 OPTION ESM PM/CM12-01 MATERIAL/ODC</u></p> <p>NOUN: 10188 PM/CM FY12 OPT PRON: 4M2J710300 PRON AMD: 01 ACRN: AD AMS CD: 172419E555L</p> <p>Estimated Cost [REDACTED] COM [REDACTED] Fixed Fee [REDACTED]</p> <p>Total [REDACTED]</p> <p><u>ESM Description</u> PM/CM12-01 PM/CM MATERIAL/ODC</p> <p style="text-align: center;">FROM BY TO</p> <p>MATERIAL [REDACTED]</p> <p><u>ESM Description</u> PM/CM12-01 PM/CM MATERIAL/ODC</p> <p style="text-align: center;">(End of narrative B001)</p>				\$ [REDACTED]									

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00022	Page 5 of 7
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																								
0006	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 [REDACTED] 30-SEP-2012</p> <p style="margin-left: 40px;">\$ [REDACTED]</p> <p><u>FY14 OPTION PERIOD JLENS ENG SRVS</u> SECURITY CLASS: Unclassified</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="border-bottom: 1px solid black;">FY14</th> <th style="border-bottom: 1px solid black;">Labor</th> <th style="border-bottom: 1px solid black;">Material</th> <th style="border-bottom: 1px solid black;">Total</th> </tr> </thead> <tbody> <tr><td>PCL COST</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>G&A</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>TCL COST (W/O COM</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>COST OF MONEY</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>FEE</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>CPFF</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> </tbody> </table> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="border-bottom: 1px solid black;">Description</th> <th style="border-bottom: 1px solid black;">Hours</th> <th style="border-bottom: 1px solid black;">Hours Exercised</th> <th style="border-bottom: 1px solid black;">Hours Remaining</th> </tr> </thead> <tbody> <tr><td>PM/CM</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>ENGINEERING</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>PRODUCT ASSUR/TEST</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>LOGISTICS</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>TOTAL</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> </tbody> </table> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="border-bottom: 1px solid black;">Description</th> <th style="border-bottom: 1px solid black;">Material</th> <th style="border-bottom: 1px solid black;">Material Exercised</th> <th style="border-bottom: 1px solid black;">Material Remaining</th> </tr> </thead> <tbody> <tr><td>ESTIMATED COST</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>COST OF MONEY</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>FIXED FEE</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>CPFF</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> </tbody> </table> <p style="text-align: center;">(End of narrative B001)</p>	FY14	Labor	Material	Total	PCL COST	[REDACTED]	[REDACTED]	[REDACTED]	G&A	[REDACTED]	[REDACTED]	[REDACTED]	TCL COST (W/O COM	[REDACTED]	[REDACTED]	[REDACTED]	COST OF MONEY	[REDACTED]	[REDACTED]	[REDACTED]	FEE	[REDACTED]	[REDACTED]	[REDACTED]	CPFF	[REDACTED]	[REDACTED]	[REDACTED]	Description	Hours	Hours Exercised	Hours Remaining	PM/CM	[REDACTED]	[REDACTED]	[REDACTED]	ENGINEERING	[REDACTED]	[REDACTED]	[REDACTED]	PRODUCT ASSUR/TEST	[REDACTED]	[REDACTED]	[REDACTED]	LOGISTICS	[REDACTED]	[REDACTED]	[REDACTED]	TOTAL	[REDACTED]	[REDACTED]	[REDACTED]	Description	Material	Material Exercised	Material Remaining	ESTIMATED COST	[REDACTED]	[REDACTED]	[REDACTED]	COST OF MONEY	[REDACTED]	[REDACTED]	[REDACTED]	FIXED FEE	[REDACTED]	[REDACTED]	[REDACTED]	CPFF	[REDACTED]	[REDACTED]	[REDACTED]				
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CONTINUATION SHEET	Reference No. of Document Being Continued	Page 6 of 7
	PHN/SHN W31P4Q-10-C-0003 MOD/AMD P00022	
Name of Offeror or Contractor: RAYTHEON COMPANY		

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT	JO NO	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0004AA	4M2J710300 172419B555L	1	24MJLE	AD	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
0004AB	4M2J710300 172419B555L	1	24MJLE	AD	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
					NET CHANGE \$	102,724.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AD 21	22040000025L5L68P1724192516 S01021 W31G3H	\$ 102,724.00
NET CHANGE \$		102,724.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	5,298,484.00	\$ 102,724.00	\$ 5,401,208.00

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION					
0004AA	AD	21	121320400000	W31G3H	25L5L68172419B555L25164M2J710300	24MJLE4M5	S01021
0004AB	AD	21	121320400000	W31G3H	25L5L68172419B555L25164M2J710300	24MJLE4M5	S01021

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 7**

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00022

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0028	ENGINEERING SERVICES MEMORANDUM (ESM) PM/CM12-01		002	EMAIL

RAYTHEON COMPANY

FORM 64-31-00-04

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. PM/CM12-01					
		DATE 10/13/2011					
PROJECT TITLE JLENS Program Management / Configuration Management FY12 Option		CONTRACT NO. W31P4Q-10-C-0003					
ESTIMATED COMPLETION DATE OF ESM 9/30/2012		COST ACCOUNTY					
DESCRIPTION OF PROPOSED WORK Performance of Program Management and Document / Configuration Management functions for the JLENS Engineering Services Program to include: Program Management Cost Control Develop support plan for ESMs and Sub-ESMs as required Document and deliver CDRLs Configuration Control ESMs shall be generated IAW the SOW. Cost and performance reports shall be provided IAW the SOW.							
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE					
CONDITION OF RETURN							
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE							
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***							
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE	
DIRECT LABOR HOURS							
DIRECT LABOR & BURDEN		\$	\$	\$	\$	\$	
MATERIAL		\$	\$	\$	\$	\$	
COMPT/SUBCONTR LBR		\$	\$	\$	\$	\$	
TRAVEL & PER DIEM		\$	\$	\$	\$	\$	
OTHER		\$	\$	\$	\$	\$	
TOTAL		\$	\$	\$	\$	\$	
ESM MONITORS				Raytheon ID#: [REDACTED]		CMDS P.O.: [REDACTED]	
CONCURRENCE SIGNATURES:							
	RAYTHEON ID#	DATE		RAYTHEON ID#	DATE		
ORIGINAL ISSUE		10/13/11			10/18/11		
REVISION "A"							
REVISION "B"							
REVISION "C"							
REVISION "D"							
REVISION "E"							
EXPLANATION OF REVISION: PoP will be 11/01/2011 to 09/30/2012							

JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0003
 MOD P00022
 ATTACHMENT 0028
 DATE:

ENGINEERING SERVICES MEMORANDUM

ESM NO.
PM/CM12-01

DESCRIPTION OF PROPOSED WORK (CONT)

MILESTONE PLAN (MEASURABLE TASKS ONLY)

1	2	3	4	5	6
7	8	9	10	11	12

Sheet 2

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. PM/CM12-01					
		DATE 10/13/2011					
PROJECT TITLE JLENS Program Management / Configuration Management FY12 Option		CONTRACT NO. W31P4Q-10-C-0003					
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ESTIMATED COST							
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	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE	
DIRECT LABOR HOURS							
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$	
MATERIAL	\$	\$	\$	\$	\$	\$	
COMPTFR/SUBCONTR LBR	\$	\$	\$	\$	\$	\$	
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$	
OTHER	\$	\$	\$	\$	\$	\$	
TOTAL	\$	\$	\$	\$	\$	\$	
ESM MONITORS				Raytheon IDS: [REDACTED]		CMDS P.O.: [REDACTED]	
CONCURRENCE SIGNATURES:							
	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE			
ORIGINAL ISSUE	[REDACTED]	10/13/11	[REDACTED]	10/18/11			
REVISION "A"	[REDACTED]						
REVISION "B"	[REDACTED]						
REVISION "C"							
REVISION "D"							
REVISION "E"							
EXPLANATION OF REVISION: PoP will be 11/01/2011 to 09/30/2012							

ENGINEERING SERVICES MEMORANDUM

ESM NO.
PM/CM12-01

DESCRIPTION OF PROPOSED WORK (CONT)

[Empty area for description of proposed work]

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 3
2. Amendment/Modification No. P00023	3. Effective Date DEC 09 2011	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0002 12	
6. Issued By US ARMY CONTRACTING COMMAND ANCON CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280	Code N31P4Q	7. Administered By (If other than Item 6) DOMA RAYTHEON TENKSBURY 50 APPLE HILL DRIVE N/S T2FR2 TENKSBURY MA 01876-1198	Code S2205A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400			SCD A PAS NONE ADP PT HQ0337	
9A. Amendment Of Solicitation No.				
9B. Dated (See Item 11)				
10A. Modification Of Contract/Order No. N31P4Q-10-C-0003				
10B. Dated (See Item 13) 2003MAR17				
TYPE BUSINESS: Large Business Performing in U.S.				
Code 05716	Facility Code			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. in Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT OF BOTH PARTIES

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15C. Date Signed: 12/9/11

16C. Date Signed: 9 Dec 2011

MSN 75-40-01/152-8070
PREVIOUS EDITIONS UNUSABLE

M36 (REV. 10-83)
FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 8
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00023

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00023) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS MODIFICATION, THE ENGINEERING HOURS AND DOLLARS AND MATERIAL DOLLARS AT THE CLIN LEVEL ARE HEREBY CORRECTED TO REFLECT THE ACTUAL EXERCISED AMOUNTS.

A-3 AS A RESULT OF THIS MODIFICATION, THE PERIOD OF PERFORMANCE FOR ESM EN11-04 (SLIN 0003AU) IS EXTENDED FROM 30 JAN 12 TO 30 APR 12. THE PERIOD OF PERFORMANCE FOR EN11-04 IS HEREBY CHANGED TO 30 APR 12.

A-5 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS UNCHANGED AND REMAINS A TOTAL AMOUNT OF \$5,401,208.

A-6 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0023 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00023	Page 3 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

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0006	<p><u>FY14 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>FY14</u> Labor Material Total</p> <p>PCL COST [REDACTED]</p> <p>G&A [REDACTED]</p> <p>TCL COST (W/O COM) [REDACTED]</p> <p>COST OF MONEY [REDACTED]</p> <p>FEE [REDACTED]</p> <p>CPFF [REDACTED]</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Hours</th> <th>Hours Exercised</th> <th>Hours Remaining</th> </tr> </thead> <tbody> <tr> <td>PM/CM</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>ENGINEERING</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>LOGISTICS</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>TOTAL</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> </tbody> </table>	Description	Hours	Hours Exercised	Hours Remaining	PM/CM	[REDACTED]	[REDACTED]	[REDACTED]	ENGINEERING	[REDACTED]	[REDACTED]	[REDACTED]	PRODUCT ASSUR/TEST	[REDACTED]	[REDACTED]	[REDACTED]	LOGISTICS	[REDACTED]	[REDACTED]	[REDACTED]	TOTAL	[REDACTED]	[REDACTED]	[REDACTED]																								
Description	Hours	Hours Exercised	Hours Remaining																																														
PM/CM	[REDACTED]	[REDACTED]	[REDACTED]																																														
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PRODUCT ASSUR/TEST	[REDACTED]	[REDACTED]	[REDACTED]																																														
LOGISTICS	[REDACTED]	[REDACTED]	[REDACTED]																																														
TOTAL	[REDACTED]	[REDACTED]	[REDACTED]																																														

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00023

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p style="text-align: center;">Material Material</p> <p><u>Description</u> <u>Material</u> <u>Exercised</u> <u>Remaining</u></p> <p>ESTIMATED COST [REDACTED]</p> <p>COST OF MONEY [REDACTED]</p> <p>FIXED FEE [REDACTED]</p> <p>CPFF [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>				

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 8**

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00023

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0029	ENGINEERING SERVICES MEMORANDUM (ESM) EN11-04"A"		002	EMAIL

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM 5H-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN11-04 - Rev "A"
		DATE 11/28/11
PROJECT TITLE SuR Tech 1 Concept Study	CONTRACT NO. W31P4Q-10-C-0003	
ESTIMATED COMPLETION DATE OF ESM 04/30/12	COST ACCOUNT	
DESCRIPTION OF PROPOSED WORK <div style="background-color: black; height: 150px; width: 100%;"></div>		
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE
To be specified in Sub-ESMs as required		
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required		
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***		
	ORIGINAL ISSUE	"A" CHANGE
	"B" CHANGE	"C" CHANGE
	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS		
DIRECT LABOR & BURDEN	\$	\$
MATERIAL	\$	\$
COMPT/R/SUBCONTR LBR	\$	\$
TRAVEL & PER DIEM	\$	\$
OTHER	\$	\$
TOTAL	\$	\$
ESM MONITORS		
Raytheon IDS:		CMDS P.O.:
CONCURRENCE SIGNATURES:		
RAYTHEON IDS	DATE	CMDS PROJECT OFFICE
DATE		
ORIGINAL ISSUE	Original issued under MOD 18 and signed on 9/19/11	9/19/11
REVISION "A"		11/28/11
REVISION "B"		
REVISION "C"		
REVISION "D"		
REVISION "E"		
EXPLANATION OF REVISION: Original: Period of Performance from 1 October 2011 to 30 January 2012. Revision "A": Period of Performance extension from 30 January 2012 to 30 April 2012.		

JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003
MODIFICATION P00023
ATTACHMENT 0029
PAGE 1 OF 2

DATE:

ENGINEERING SERVICES MEMORANDUM

ESM NO.
EN11-04 – Rev "A"

DESCRIPTION OF PROPOSED WORK (CONT)					
MILESTONE PLAN (MEASURABLE TASKS ONLY)					
MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

DATE:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 2
2. Amendment/Modification No. P00024	3. Effective Date DEC 05 2011	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0001 12	
6. Issued By US ARMY CONTRACTING COMMAND [REDACTED] ANCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280 [REDACTED]	Code W31P4Q	7. Administered By (If other than Item 6) DCMA RAYTHEON TEWKSBURY 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876-1198		Code S2705A
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400		9A. Amendment Of Solicitation No. <input type="checkbox"/>		
TYPE BUSINESS: Large Business Performing in U.S.		9B. Dated (See Item 11) <input type="checkbox"/>		
Code 05716 Facility Code		10A. Modification Of Contract/Order No. <input checked="" type="checkbox"/> W31P4Q-10-C-0003		
		10B. Dated (See Item 13) 2003MAR17		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

- A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: _____ MUTUAL AGREEMENT
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

[REDACTED]		16A. Name And Title Of Contracting Officer (Type or print) [REDACTED]	
[REDACTED]		15C. Date Signed 12/5/2011	15C. Date Signed 5 Dec 2011

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00024	Page 2 of 2
Name of Offeror or Contractor: RAYTHEON COMPANY		

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00024) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 THIS MODIFICATION IS TO ISSUE A STOP-WORK ORDER IAW FAR 52.242-15 UNDER THE SUBJECT CONTRACT TO STOP WORK ON ESM EN11-01 AMP RADIO DEMO, SLINs 0003AG AND 0003AH. THE CONTRACTOR IS TO DELIVER ALL WORKING PAPERS CREATED IN SUPPORT OF ESM EN11-01 IN THEIR CURRENT FORM AS OF THE STOP OF WORK.

A-3 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT REMAINS UNCHANGED.

A-4 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0024 ***

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT I. Contract ID Code Page 1 Of 10
 Cost-Plus-Fixed-Fee

2. Amendment/Modification No. P00025	3. Effective Date FEB 16 2012	4. Requisition/Purchase Req No. SES SCHEDULE	5. Project No. (If applicable) JL 0002 12
6. Issued By Code W31P4Q US ARMY CONTRACTING COMMAND [REDACTED] ARMY CONTRACTING COMMAND-REDSTONE REDSTONE ARSENAL AL 35898-5280		7. Administered By (If other than Item 6) Code S2205A DCMA RAYTHEON TENKSBURY 50 APPLE HILL DRIVE M/S T2FR2 TENKSBURY MA 01876-1198	
		SCD A	PAS NONE
		ADP PT H00337	

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400 TYPE BUSINESS: Large Business Performing in U.S. Code 05716 Facility Code	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W31P4Q-10 C 0003
	<input type="checkbox"/>	10B. Dated (See Item 13) 2003MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Supplemental Agreement	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. Name And Title Of Contracting Officer (Type or print)
[REDACTED]

15C. Date Signed
2/16/12

16C. Date Signed
16 Feb 2012

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification (P00025) is to incorporate the following into contract W31P4Q-10-C-0003.

This contracting modification is to insert the following clause into Section H narrative:

H-23. The JLENS Product Office provides approval authorization to allow Raytheon Integrated Defense Systems (IDS) to transfer data to include technical data and software between contracts DASG60-98-C-0001 and W31P4Q-10-C-0003 as required to support the JLENS program, free of rent of fees, on a non-interferences basis.

A-2 As a result of this modification, Attachment 0030 Authorization to Utilize Technical Data "Shared Agreement" is hereby added to the contract.

A-3 As a result of this modification, the total contract obligated amount remains unchanged.

A-4 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0025 ***

000397 CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00025	Page 3 of 10
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-5 NONDISCLOSURE AGREEMENTS

During performance of this contract, it may be necessary for the contractor to exchange data and interface with Government support Contractors. The Contractor agrees to negotiate in good faith any non-disclosure agreements required with such support Contractors.

H-6 NOTIFICATION OF PERSONNEL CHANGES

The Contractor shall notify the Contracting Officer Representative of any personnel changes involved in their Contractor Delivery System (CDS) Manager and Contractor Field Engineers 14 days in advance, except in times of emergencies.

H-7 OPTIONS

The Government may require the delivery of the numbered line items, identified in the schedule as option items, in the quantities shown in the schedule. The option CLINs for Engineering Services hours will be exercised by ESMS at the prices stated in the schedule. The Contracting Officer may exercise each option at the times shown in Section F of the contract. Range options may be exercised in varying amounts, for any portion thereof, one or more times, up to the maximum cumulative number of hours and dollar amounts shown for each option item. Manhours for the range options may be moved from one year to the next or moved from a future year to a current year and purchased at the rate for the year in which actually purchased provided the total number of hours purchased does not exceed the cumulative total for all option manhours of [REDACTED]. The Material/ODC allotted for each option may also be moved provided the total cumulative amount is not exceeded.

H-8 52.242-4702 TECHNICAL LIAISON AND SURVEILLANCE CLAUSE (USAAMCOM) JUN/1997

Performance by the Contractor of the technical aspects of this contract shall be under the cognizance of the JLENS COTR, REDSTONE ARSENAL, AL. 35898. All technical liaison with and technical surveillance of the contractor, within the scope of this contract, will be furnished by the Project Manager, or his authorized representative. Communication of technical matters pertaining to this contract shall be directly between the Contractor and the U.S. Army Aviation and Missile Command, ATTN: CMDS Project Office, Attn: SPAE-MSLS-CM JLN, Redstone Arsenal, AL, 35898-5249, with a copy of such correspondence to the ACO and PCO.

The above clause is governed by the following:

No change in the scope or within the scope of this contract which would effect a change in any term or provision of this contract shall be made except by a modification executed by the Contracting Officer. The Contractor is responsible to insure that all contractor personnel are knowledgeable and cognizant of this contract provision. Changes to contract effort accepted and performed by contractor personnel outside of the contract without specific authorization of the Contracting Officer shall be the responsibility of the Contractor.

H-9 GOVERNMENT-CONTRACTOR RELATIONSHIPS

A. Contractor personnel under this contract shall not:

1. Be placed in a position where they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian;
2. Be placed in a quasi-Government or policy making position;
3. Be placed in a position of command, supervision, administration or control over Department of Army military or civilian personnel, or become part of the Government organization;
4. Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of Army or other applicable Federal Agencies;
5. Be used in administration or supervision of Government procurement activities.

B. The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government.

C. All contract personnel attending meetings, answering Government telephones, sending electronic mail, and working in other situation where their contractor status has not been made known to third parties shall identify themselves as such to avoid creating an impression that they are Government officials. Contractor personnel shall also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

H-10 OBSERVANCE OF REGULATIONS AT GOVERNMENT INSTALLATIONS

IF ALL OR ANY PART OF THE WORK IS TO BE PERFORMED AT A GOVERNMENT-OWNED INSTALLATION OF RESERVATION, THE CONTRACTOR PERSONNEL WORKING SUCH INSTALLATION OF RESERVATION SHALL BE REQUIRED TO OBSERVE ALL SPECIFIC RULES AND REGULATIONS PROMULGATED FOR ALL PRIVATE CONTRACTOR PERSONNEL PERTAINING TO CONDUCT, SAFETY AND SECURITY PRESCRIBED BY THE AUTHORITIES AT SAID INSTALLATION AND RESERVATION IN THE PERFORMANCE OF THEIR DUTIES.

Name of Offeror or Contractor: RAYTHEON COMPANY

H-11 LOSS, DAMAGE, OR RELATED EXPENSE

ANY LOSS, DAMAGE OR EXPENSE, BORNE BY THE CONTRACTOR OR ITS EMPLOYEES, INCLUDING ANY LOSS OR DAMAGES TO ANY PROPERTY LOCATED IN THE COUNTRY AND OWNED OR LEASED BY THE CONTRACTOR OR ITS EMPLOYEES, RESULTING FROM ANY WAR, CIVIL STRIFE, OR ACT FOR POLITICAL OR TERRORIS PURPOSES, OF ANY PERSON OR PERSONS, WHETHER OR NOT AGENTS OF A SOVEREIGN POWER, WHETHER SUCH LOSS, DAMAGE OR EXPENSE IS ACCIDENTAL OR INTENTIONAL, SHALL BE REIMBURSED TO THE CONTRACTOR, PROVIDED COST OR SUCH LOSS, DAMAGE OR EXPENSE IS NOT REIMBURSED TO THE CONTRACTOR THROUGH INSURANCE COVERAGE THEREOF.

H-12 GOVERNMENT FURNISHED PROPERTY (USAAMCOM)

IN THE PERFORMANCE OF CONTRACTUAL ACTIONS, THE CONTRACTOR IS AUTHORIZED TO USE THE GOVERNMENT PROPERTY HELD BY THE CONTRACTOR, OR TO BE ACQUIRED BY THE CONTRACTOR FOR THE GOVERNMENTS ACCOUNT OR FURNISHED BY THE GOVERNMENT UNDER THE TERMS OF THE FOLLOWING CONTRACTS OR AGREEMENTS ON A RENT-FREE, NONINTERFERENCE BASIS ON CONTRACT DASG60-98-C-0001 RAYTHEON COMPANY ANDOVER, MA.

H-13 SERVICES FURNISHED BY THE GOVERNMENT

IN ACCORDANCE WITH SERVICES TO BE RENDERED HEREUNDER, THE GOVERNMENT SHALL FURNISH AND SUPPLY THE CONTRACTOR THE FOLLOWING FACILITIES AND SERVICES:

- A. USE OF GOVERNMENT COMMUNICATION FACILITIES FOR THE EXCHANGE OF MESSAGES BETWEEN CONTRACTOR PERSONNEL AND THE CONTRACTOR, WHERE AND WHEN AVAILABLE IF THE CONTRACTOR IS UNABLE TO PRECURE COMMERCIAL COMMUNICATION SERVICES; USE THEREOF SHALL BE SUBJECT TO GOVERNMENT APPROVAL.
- B. USE OF GOVERNMENT SERVICES AND AGENCIES IN THE TRANSMITTAL OF FUNDS TO CONTRACTOR PERSONNEL AND AS A MEDIUM OF COMMERCIAL EXCHANGE FOR SAID PERSONNEL WHEN ADEQUATE COMMERCIAL SERVICES AND FACILITIES ARE NOT AVAILABLE, SUBJECT TO AVAILABILITY AND TO THE APPROVAL OF THE INSTALLATION/SITE COMMANDER.

H-14 SPECIAL DEFINITIONS

CONTRACTOR REPRESENTATIVES LOCATED ON SITE ARE ELIGIBLE FOR CONSIDERATIONS PROVIDED TO COMPANY GRADE OFFICERS, SUBJECT TO AVAILABILITY AND TO THE APPROVAL OF THE INSTALLATION/SITE COMMANDER.

H-15 GOVERNMENT NOTIFICATION OF FOLLOW-ON CONTRACT

THE GOVERNMENT WILL NOTIFY THE CONTRACTOR PRIOR TO THE END OF THE PERIOD OF PERFORMANCE OF THIS CONTRACT OF ITS INTENT TO AWARD A FOLLOW ON CONTRACT OR ITS INTENT NOT TO AWARD A FOLLOW-ON CONTRACT; IN TURN THE CONTRACTOR WILL NOTIFY THE GOVERNMENT OF HOW MANY RAYTHEON EMPLOYEES WILL REMAIN ON THE WORK SITE AND THE NUMBER TO BE DEMOBILIZED AS WELL AS THE MOBILIZATION OF REPLACEMENT PERSONNEL, IF APPLICABLE. MOBILIZATION/DEMOBILIZATION COST WILL BE ADDED TO THE CONTRACT AT AN AGREED TO RATE.

H-16 LEAVE

COST ASSOCIATED WITH ONE WEEK'S HOME LEAVE AFTER 6 MONTHS IN THEATER FOR EACH CONTRACTOR MAJOR ITEMS TECHNICIAN ARE ALLOWABLE.

H-17 FLY MILITARY AIRCRAFT

THE CONTRACTOR MAY BE REQUIRED TO FLY VIA FIXED WING OR ROTARY AIRCRAFT TO REMOTE SITES IN ORDER TO PERFORM TECHNICAL EVALUATION/INSTRUCTIONS.

H-18 PHYSICAL SECURITY REGULATIONS

THE CONTRACTOR SHALL COMPLY WITH APPLICABLE PORTIONS OF AR 190-13, THE ARMY PHYSICAL SECURITY PROGRAM; AR 190-51, SECURITY OF THE ARMY PROPERTY AT UNIT AND INSTALLATION LEVEL; DA PAMPHLET 190-51, RISK ANALYSIS OF ARMY PROPERTY; AND AMC SUPPLEMENT 1 TO AR 190-1 THE TERM "APPLICABLE PORTIONS" OF SUBJECT REGULATIONS AND SUPPLEMENTS IS DEFINED AS THOSE REGULATORY REQUIREMENTS CONTAINED THEREIN THAT PROVIDE REGULATORY GUIDANCE FOR THE PHYSICAL SECURITY OF THOSE ASSETS ASSOCIATED WITH OR IN THE CUSTODY OF THE CONTRACTOR, AS IT PERTAINS TO THEIR MISSION.

H-19 LOGISTIC SUPPORT FOR CONTRACTOR EMPLOYEES AND DEPENDENTS

1. LOGISTIC SUPPORT FOR CONTRACTOR EMPLOYEES AND DEPENDENTS WILL BE FURNISHED IN AREAS WHERE SOFA PRIVILEGES ARE AVAILABLE FOR CONUS SUPPORT OF THIS CONTRACT AS FOLLOWS:

- A. COMMISSARY (INCLUDES RATIONED ITEMS).
- B. JAFES FACILITIES (MILITARY EXCHANGE) (INCLUDES RATIONED ITEMS).
- C. ARMED FORCES RECREATION FACILITIES.
- D. CLASS VI (ALCOHOLIC BEVERAGES, INCLUDES RATIONED ITEMS).
- E. CUSTOMS EXEMPTION.

Name of Offeror or Contractor: RAYTHEON COMPANY

- F. LEGAL ASSISTANCE.
- G. LOCAL GOVERNMENT TRANSPORTATION FOR OFFICAL GOVERNMENT BUSINESS (NONTACTICAL VEHICLE).
- H. LOCAL MORALE/WELFARE RECREATION SERVICES.
- I. MILITARY BANKING FACILITITES.
- J. MILITARY POSTAL SERVICE.
- K. MORTUARY SERVICE - OFFICER OR NCO/EM CLUBS.
- L. POV (PRIVATELY-OWNED VEHICLES).
- M. POV REGISTRATION FOR USAREUR.
- N. PURCHASE OF POL (PETROLEUM AND OIL PRODUCTS).
- O. TRANSIENT BILLETS.

NOTE: TRANSIENT BILLETS MAY BE AUTHORIZED ON A SPACE-AVAILABLE BASIS AFTER ALL OTHER ELIGIBLE PERSONNEL HAVE BEEN BILLETED.

- P. MESSING FACILITIES AT REMOTE SITES ONLY (REIMBURSABLE).
 - Q. ARMY CONTINUING EDUCATION SERVICES.
 - R. CREDIT UNION FACILITIES.
 - S. DEPENDENT SCHOOLS, ON A SPACE-AVAILABLE, TUITION-PAYING BASIS.
- NOTE: DEPENDENT SCHOOLS ARE NOT AUTHORIZED ON A SPACE-REQUIRED BASIS FOR CONTRACTOR PERSONNEL.
- T. MEDICAL/DENTAL SERVICES ON A REIMBURSABLE BASIS; DENTAL CARE, AVAILABLE ONLY FOR EMERGENCY CONDITIONS, ON A REIMBURSABLE BASIS.
 - U. PET/FIREARMS REGISTRATION AND CONTROL.
 - V. NATO STATUS OF FORCES AGREEMENT STAMP.

- 2. LOGISTIC SUPPORT OF DEPENDENTS IS HEREBY AUTHORIZED UNDER THIS CONTRACT.
- 3. CONTRACT PERSONNEL MUST NOT BE ORDINARILY RESIDENT IN THE HOST COUNTRY, NATIONALS OF NON-NATO COUNTRY OR STATELESS PERSONS. THEY MUST BE ENGAGED FULL TIME IN SUPPORT OF A US FORCES MISSION.
- 4. SPECIFIC ATTENTION IS INVITED TO THE FACT THAT QUATERMASTER LAUNDRY, DRY-CLEANING, AND PERMANENT FAMILY OR BACHELOR GOVERNMENT QUARTERS ARE NOT INCLUDED AS ITEMS OF INDIVIDUAL LOGISTIC SUPPORTS.
- 5. LOGISTIC SUPPORT FOR CONTRACTOR EMPLOYEES AND DEPENDENTS FOR OCONUS WILL BE CHARGED ACCORDING TO ANY APPLICABLE STATUS OF FORCES AGREEMENTS (SOFA), AT THE DISCRETION OF THE LOCAL U.S. ARMY COMMAND.

H-20 TAXES AND CUSTOMS DUTIES

THE NEGOTIATED PRICE HEREIN INCLUDES NO AMOUNT FOR PAYMENT TO ANY FOREIGN GOVERNMENT FOR ANY TAXES (INCLUDING "INCOME"), IMPORT OR EXPORT DUTIES, LICENSES, EXCISES, IMPORT BONDS, DEPOSITS, OR ANY OTHER IDENTIFIABLE CHARGES. IT IS AGREED THAT THE CONTRACT PRICE SHALL BE EQUITABLY ADJUSTED IN THE EVENT THAT A FOREIGN GOVERNMENT IMPOSES ANY SUCH CHARGES RELATING TO THE PERFORMANCE OF WORK UNDER THIS CONTRACT.

H-21 PHYSICAL SECURITY REGULATIONS PERFORMED AT WHITE SANDS MISSILE RANGE (WSMR)

THE CONTRACTOR SHALL COMPLY WITH APPLICABLE PORTIONS OF AR 190-11, PHYSICAL SECURITY OF ARMS, AMMUNITION, AND EXPLOSIVES; AR 190-13, T ARMY PHYSICAL SECURITY PROGRAM; AR 190-51, SECURITY OF THE ARMY PROPERTY AT UNIT AND INSTALLATION LEVEL; DA PAMPHLET 190-51, RISK ANALYSIS OF ARMY PROPERTY; AND AMC SUPPLEMENT 1 TO 190-11 AND 190-13. THE TERM "APPLICABLE PORTIONS" OF SUBJECT REGULATIONS AND SUPPLEMENTS IS DEFINED AS THOSE REGULATORY REQUIREMENTS CONTAINED THEREIN THAT PROVIDE REGULATORY GUIDANCE FOR THE PHYSICAL SECURITY C THOSE ASSETS ASSOCIATED WITH OR IN THE CUSTODY OF THE CONTRACTOR, AS IT PERTAINS TO THEIR MISSION.

H-22 HOURS OF WORK

- A. CONTRACTOR PERSONNEL UNDER THIS CONTRACT SHALL BE SUBJECT TO CALL TWENTY-FOUR (24) HOURS PER DAY, SEVEN (7) DAYS PER WEEK. NORMALLY, CONTRACTOR PERSONNEL WILL PERFORM THEIR WORK DURING NORMAL WORKING HOURS ON THE NORMAL WORKING DAYS OBSERVED BY THE INSTALLATION OR ACTIVITY TO WHICH THEY ARE ASSIGNED. NORMAL WORKING HOURS IS DEFINED AS FORTY (40) PER WEEK WITHIN THE DESIGNATED WORK PERIOD.
- B. PREMIUM PAY FOR OVERTIME IS NOT AUTHORIZED.
- C. AN EXTENDED WORK WEEK IS AUTHORIZED FOR CONTRACTOR PERSONNEL AT ALL OCONUS LOCATIONS. AN EXTENDED WORK WEEK IS DEFINED AS FORTY-ONE (41) HOURS UP TO FIFTY-SIX (56) HOURS PER WEEK WITHIN THE DESIGNATED WORK PERIOD. THE EXTENDED WORK WEEK MUST BE APPROVED ON A CASE-BY CASE BASIS BY THE COR OR CONTRACT TECHNICAL MANAGER.
- D. UNDER CONTINGENCY OPERATION CONDITIONS, AN EXTENDED WORK WEEK UP TO EIGHTY-EIGHT (88) HOURS IS AUTHORIZED FOR CONTRACTOR PERSONNEL WITHIN THE DESIGNATED WORK PERIOD. "CONTINGENCY OPERATION CONDITIONS" IS DEFINED AS AN EMERGENCY SITUATION DECLARED BY THE COMMANDER C THE UNIT THAT THE CONTRACTOR PERSONNEL IS SUPPORTING. A CONTINGENCY OPERATION RELATED WORK WEEK MUST BE APPROVED ON A CASE BY CASE BAS BY THE COR OR CONTRACT TECHNICAL MANAGER.

Continued Performance During Crisis Situation

- 1. The requirements of this contract have been identified by the U.S. Government (USG) as being essential to the mission and operational readiness of the U.S. Army and Allied Forces. Therefore, the contractor may be required to perform this contract on best effort basis during crises situations subject to the requirements and provisions listed below:

Name of Offeror or Contractor: RAYTHEON COMPANY

a. The contractor's obligations under this contract are limited to providing its reasonable best efforts to provide personnel to deploy with a military unit in a crisis situation that could involve hostilities. The contractor shall be responsible for performing all requirements of this contract notwithstanding crisis situations including the existence of any state of war, whether declared or undeclared by the United States, operations-other-than-war (OOTW), declared state of emergency, civil disturbance, or activity of any type which could endanger the welfare and security of the U. S. and/or its Allied Forces. The contractor's inability to provide personnel under these circumstances shall be considered an excusable delay. Except when required by statute, contractor personnel shall not be subject to the Uniform Code of Military Justice (UCMJ) including the absence/desertion provisions.

b. The existence of a crises situations will be determined by the National Command Authority, the overseas Theater Commander or when defense readiness condition (DEFCON) three (3) is declared for a specific area.

c. Continued performance hereunder may require an equitable adjustment to the contracts estimated cost, fee and/or schedule; therefore, the contractor shall segregate and separately identify all costs incurred in the contract performance during crisis situations. The contractor shall notify the contracting officer (KO) of any increase or decrease in cost within ninety (90) days after the event has occurred or performance has been directed by the KO, or within any additional period that the KO may approve in writing (email acceptable), but not later than the date of final payment under the contract. The contractor's notice shall include the contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the KO. Within ninety (90) days receipt of the contractor's proposal, the parties shall negotiate an equitable adjustment in the contract cost and fee. Failure to agree on any adjustments shall be handled as a dispute under the dispute clause of this contract.

d. In the event a crisis situation is declared by the Theater Commander for an area of operation (AO) in which contractor personnel and/or dependents are currently deployed, contractor personnel and deployed dependents will be integrated into Government contingency plans and afforded the same rights, privileges, protection and priority as U.S. Government (USG) personnel with the equivalent grade of GS12. The USG will provide security, housing, emergency medical and dental care, mail delivery, messing facilities, laundry service, next-of-kin notification and other available support afforded to Government employees and military personnel to contractor personnel and dependents, and, should conditions warrant, evacuation of dependents from the theater or area of operation (AO).

e. The contractor shall be relieved of the requirement for continuing service in the theater or area of operations during the crisis situation or period of hostilities to the extent that qualified personnel willing to serve in the theater or area of operations are not available. The return to the contractor's plant of any employee not willing to serve in the theater of operations or area of deployment shall be determined to be for the convenience of the contractor. However, the contractor shall make reasonable efforts to provide uninterrupted contract performance by qualified, willing personnel. The contract cost and fee shall be equitably adjusted by an amount arising from emergency evacuation of such personnel to the nearest place of safety and their return to the place of performance, when and if appropriate.

f. To ensure that personnel selected for deployment are capable of enduring the rigors of deployment in support of a military operation, the contractor shall conduct periodic medical and dental evaluations of all its contractor's deployable personnel. Personnel that have physical or mental conditions that require continuous monitoring by health care professionals and those with disabilities, pregnancy, and special-needs will not be considered deployable.

g. The activities and responsibilities of the USG under this program may be suspended at any time upon determination by the Theater Commander that, due to war, armed conflict, insurrection, military or civil unrest, or any other condition, the best interests of the USG so require. The parties hereto shall negotiate an equitable adjustment to the contract to reimburse the Contractor for any special or additional costs resulting from such suspension and return to Contractor's plant of all contractor personnel, equipment and material.

h. Contractor Personnel assigned to support crisis situations will be entitled to receive hazardous duty pay premium of IAW the contractor's published hazardous pay policy. Other direct cost items, to include travel and per diem, additional insurance coverage and any special equipment associated with the performance of work during a crisis that the volunteering personnel purchase on their own or that the Contractor purchases for the employee may be reimbursed by the USG.

2. In the event that the contractor deploys personnel into an AO in support of a crises situation, the following will apply:

a. To the extent that qualified personnel are willing to serve in the AO, contractor personnel shall deploy, if at all practical, with the supported unit, if directed by the PCO. Contractor personnel arriving in the AO separate from the unit to be supported shall process through the designated CONUS Replacement Center (CRC) to verify requirements for deployment have been met. If applicable, the USG will use its best efforts to cause the host country or pertinent third party countries to minimize delays in transporting personnel, parts and materials of and for the contractor. Under no circumstances will contractor personnel be deployed as a part of the initial attacking/invading forces or prior to such time as the Theater Commander has established a secure base of logistics operations.

b. The USG will facilitate the establishment of required lines of communication to allow the contractor to communicate with locations necessary to perform the requirements of this contract.

Name of Offeror or Contractor: RAYTHEON COMPANY

c. The contractor shall ensure that contractor employees comply with all guidance, instructions and General Orders applicable to U.S. Armed Forces and Department of Defense (DOD) civilians issued by the Theater Commander or his/her representative. This will include any/all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

d. The contractor shall ensure that all contractor employees comply with pertinent Service and DOD directives, policies and procedures, as well as Federal Statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations (AO).

e. The contractor shall take reasonable steps to ensure the good conduct of its employees. The contractor shall promptly resolve, to the satisfaction of the KO, all contractor employee performance and conduct problems identified by the KO or his/her designated representative.

f. The contracting officer may direct the contractor, at the contractor's expense, to remove and replace, to the extent qualified, willing personnel exist, any contractor personnel failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

g. The contractor shall place all employees deploying to support this contract under administrative control of the designated Logistics Support Element.

h. The KO or his/her representative (in coordination with the Logistics Support Element Commander) shall provide the contractor with all required reporting instructions and procedures.

i. The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military.

j. To the extent that qualified, willing personnel are available, the contractor will replace employees within 72 hours, at contractor expense, if the employee departs an AO without permission from the Theater Command or his designated representative.

k. As required by the operational situation, the government will relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations.

l. Contractor personnel will be integrated into USG contingency plans and afforded the same rights, privileges, protection and priority as U.S. Government (USG) personnel with the equivalent grade of GS12. The USG will provide security (force protection), housing, emergency medical and dental care, mail delivery, messing facilities, laundry service, next-of-kin notification and other available support afforded to Government employees and military personnel, and should conditions warrant, evacuation from the theater or area of operation (AO).

m. While contractor employees are deployed in the theater of operations, the government shall provide legal assistance in accordance with the following conditions:

1). The legal assistance is in accordance with applicable international or host nation agreements.

2). The legal assistance is limited and ministerial in nature, e.g., witnessing signatures on documents and providing notary services, legal counseling (to include review and discussion of legal correspondence and documents), legal document preparation (limited to powers of attorney and advanced medical directives) and help retaining non-DOD civilian attorneys.

n. For any contractor employee determined by the Government at the deployment processing site to be non-deployable for any reason, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, the contractor shall (to the best of their ability and to the extent the qualified, willing personnel are available), provide a replacement in time for a scheduled deployment.

o. As a part of deployment processing at the CONUS Replacement Center (CRC), the USG will provide deploying contractor personnel, at no cost, the following:

1). Access to medical immunizations. Injections against biological and chemical warfare will be provided to contractor personnel as appropriate.

2). Special training commensurate with that provided to deploying DOD civilian employees including, but not limited to, training and issuance of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) to be used in the event of the use of biological or chemical weaponry by any party associated with the operation. Successful completion of NBC training will be required for deployment.

3). Legal assistance in accordance with the following conditions:

Name of Offeror or Contractor: RAYTHEON COMPANY

- a). The legal assistance is in accordance with applicable international or host nation agreements.
- b). The legal assistance is limited and ministerial in nature, e.g., witnessing signatures on documents and providing notary services, legal counseling (to include review and discussion of legal correspondence and documents), legal document preparation (limited to powers of attorney and advanced medical directives) and help retaining non-DOD civilian attorneys.
- 4). The USG will supply the contractor with a Letter of Accreditation and/or Individual Travel Orders (DD Form 1610), personal identification tags, and DD Form 1173 Identification (ID) Cards, or its equivalent, when necessary for performance of the contract in a crisis situation.
- 5). The USG will provide to the contractor all required military unique organizational clothing and individual equipment. Types of organizational clothing and individual equipment may include Nuclear, Biological, and Chemical defensive equipment, but will not include the battle dress uniform (BDU) worn by members of the armed services. (As non-combatants on the battlefield, contractors are prohibited from the wearing of U.S. Army uniforms.)
- p. The contractor or contractor employee shall sign for all issued organizational clothing and individual equipment, thus, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.
- q. Upon redeployment or at the direction of the KO, the contractor shall ensure that all issued identification cards, tags, organizational clothing and individual equipment is returned to the USG. The KO will require the contractor to reimburse the USG for organizational clothing and individual equipment lost or damaged due to contractor negligence.
- r. The USG will grant contractor personnel Status of Forces Agreement (SOFA) protection where available. Contractor personnel accompanying U.S. Armed Forces may be subject to hostile actions. If captured, the status of Contractor personnel will depend upon the type of conflict, applicability of any relevant international agreements, and the nature of the hostile force. The full protections granted to Prisoners of War (POWs) under the Geneva (1949) and Hague (1907) conventions apply only during international armed conflicts between signatories to these conventions. Therefore, contractor personnel status will depend on the specific circumstances of an operation. When the United States is a participant in an international armed conflict, Contractor Personnel are entitled to be protected as POWs if captured by a force that is a Geneva/Hague convention signatory. To ensure proper treatment, Contractor Personnel shall be provided a Geneva Conventions DD Form 489. The Contractor shall be entitled to an equitable adjustment in contract cost and fee as a result of the Contractor or contractor personnel incurring any counsel fees, court costs, bail, interpreter fees or other fees and expenses related to performance under this contract.
- s. Contractor Personnel deployed overseas to perform work for the United States qualify, if injured or killed while deployed, for Workers Compensation under the Defense Base Act. In the event the Defense Base Act is amended or revoked during the performance of the contract, the contractor shall be entitled to an equitable adjustment in the cost, fee, schedule or terms and conditions of this contract. For all personnel deployed during a crisis situation, the Contractor may obtain special insurance for coverage in the event of death or dismemberment. In addition, short and long term disability insurance may be provided.
- t. The Government, at its discretion, may train and license contractor employees to operate military owned or leased equipment. Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the contracting officer or his/her representative. The contractor and its employees may be held jointly and severally liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.
- u. At the contractor employee's and/or contractor's expense, the contractor employees shall obtain all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer. All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.
- v. FAR 28.305 Overseas Workers' Compensation and War-hazard Insurance.
- w. DFAR 252.228-7003 Capture and Detention.
As prescribed in 228.370(d), use the following clause:

CAPTURE AND DETENTION (DEC 1991)

(a) As used in this clause-

(1) "Captured person" means any employee of the Contractor who is-

(i) Assigned to duty outside the United States for the performance of this contract; and

Name of Offeror or Contractor: RAYTHEON COMPANY

(ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or

(iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either-

(A) Engaged in activity directly arising out of and in the course of employment under this contract; or

(B) Captured in an area where required to be only in order to perform this contract.

(2) A "period of detention" begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.

(3) "United States" comprises geographically the 50 states and the District of Columbia.

(4) "War Hazards Compensation Act" refers to the statute compiled in Chapter 12 of Title 42, U.S. Code (sections 1701-1717), as amended.

(b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of-

(1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or

(2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

(c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.

(d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

(e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

H-23 AUTHORIZATION AGREEMENT TO UTILIZE TECHNICAL DATA

The JLENS Product Office provides approval authorization to allow Raytheon Integrated Defense Systems (IDS) to transfer data to include technical data and software between contracts DASG60-98-C-0001 and W31P4Q-10-C-0003 as required to support the JLENS program, free of rent of fees, on a non-interferences basis.

*** END OF NARRATIVE H0001 ***

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0030	AUTHORIZATION TO UTILIZE TECHNICAL DATA "SHARED AGREEMENT"	03-FEB-2012	001	EMAIL



DEPARTMENT OF THE AIR FORCE
 HEADQUARTERS ELECTRONIC SYSTEMS CENTER (AFMC)
 HANSCOM AIR FORCE BASE MASSACHUSETTS



U.S. AIR FORCE

MEMORANDUM FOR: JLENS Product Office
 SFAE-MSLS-CMDS-JLN
 Building 5308
 Redstone Arsenal, AL 35898

FROM: [REDACTED]

SUBJECT: Authorization to Utilize Technical Data [REDACTED] Contract W31P4Q-10-C-0003
 and Contract DASG60-98-C-0001

1. (U) [REDACTED] requests approval and authorization to transfer all updates to the JLENS software and simulation, latest versions and models to/from the [REDACTED] at the appropriate classification levels in support of the contracts listed above from 1 November, 2010 through the end of FY 2016.
2. (U) The JLENS Product Office provides approval and authorization to allow Raytheon Integrated Defense Systems (IDS) to transfer software between [REDACTED] Contract W31P4Q-10-C-0003, and Contract DASG60-98-C-0001 as required to support the JLENS program, free of rent or fees, on a non-interference basis.
3. (U) The intent of this authority is to allow simulation engineers and programmers access to simulation models/software as updates are generated.
4. (U) This contractual authorization is issued with the understanding that it does not result in any changes to any contractual requirements which would warrant a change in contract price and/or change of delivery schedule or time of performance. If Raytheon IDS [REDACTED] is not in agreement with the authorization/approval, and a change in contract price is considered to be warranted, the company shall furnish written notice of non-concurrence to the undersigned within seven (7) work days after receipt hereof. Failure to notify is herein provided shall constitute the company's concurrence and agreement to comply.
5. Questions regarding this request should be directed to:

a. [REDACTED]
 b. [REDACTED]

Cc: [REDACTED]
 Cc: Raytheon Integrated Defense Systems, Andover, MA

JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0003
 MODIFICATION P00025
 ATTACHMENT 0030
 PAGE 1 OF 1
 DATE: 03 FEBRUARY 2012
 FEB 16 2012

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Cont-F lg-Fixed-Fee	Page 1 Of 10
2. Amendment/Modification No. P00026	3. Effective Date FEB 29 2012	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0004 12	
6. Issued By US ARMY CONTRACTING COMMAND [REDACTED] ARMY CONTRACTING COMMAND-REDSTONE REDSTONE ARSENAL AL 35898-9260 [REDACTED]	Code M31P40	7. Administered By (If other than Item 6) DCMA RAYTHEON TENNESSEE 50 APPLE HILL DRIVE M/S T2PR2 TENNESSEE TN 37176 11 96	Code 82203A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400 TYPE BUSINESS: Large Business Performing in U.S. Code 0571a Facility Code		<input type="checkbox"/> 9A. Amendment Of Solicitation No. <input type="checkbox"/> 9B. Dated (See Item 11) <input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. M31P40 LC-C-0303 <input type="checkbox"/> 10B. Dated (See Item 13) 2003MAR: ?		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
SEE SECTION G (IF APPLICABLE)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: 0

It Modifies The Contract/Order No. As Described In Item 14.

- The Changes Set Forth In Item 14 Are Made In
- A. This Change Order Is Issued Pursuant To:
The Contract/Order No. In Item 10A.
 - B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 - C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT OF BOTH PARTIES
 - D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15C. Date Signed: 2/29/12

Date Signed: 2/29/12

NSN 7540-01-452-8070 PREVIOUS EDITIONS UNUSABLE

(REV. 10-83) (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 10

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00026

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00026) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS OF MODIFICAITON, THIS MODIFICATION INCORPORATES A NO-COST PERFORMANCE EXTENSION ON THE REVISED ESM EN10-02-01 [REDACTED] THE PERIOD OF PERFORMANCE FOR THIS ESM ARE AS FOLLOWS:

- a. SLIN 0003AD - LABOR FROM 31 MAR 12 TO 30 SEP 12.
- b. SLIN 0003AF - MATERIAL FROM 31 MAR 12 TO 30 SEP 12.

A-3 AS A RESULT OF THIS MODIFICATION A NO-COST PERFORMANCE EXTENSION ON THE REVISED ESM EN10-02-02 [REDACTED] THE PERIOD OF PERFORMANCE FOR THIS ESM ARE AS FOLLOWS:

- a. SLIN 0002AC - LABOR FROM 31 MAR 12 TO 30 SEP 12.
- b. SLIN 0002AD - MATERIAL FROM 31 MAR 12 TO 30 SEP 12.
- c. SLIN 0003AA - LABOR FROM 31 MAR 12 TO 30 SEP 12.
- d. SLIN 0003AB - MATERIAL FROM 31 MAR 12 TO 30 SEP 12.

A-4 AS A RESULT OF THIS MODIFICATION A NO-COST PERFORMANCE EXTENSION ON THE REVISED ESM EN11-02 [REDACTED] THE PERIOD OF PERFORMANCE FOR THIS ESM ARE AS FOLLOWS:

- a. SLIN 0003AL - LABOR FROM 31 MAR 12 TO 31 MAY 12.
- b. SLIN 0003AM - MATERIAL FROM 31 MAR 12 TO 31 MAY 12.

A-5 AS A RESULT OF THIS MODIFICATION ESM LOG11-02 (PERFORM INTERIM SUPPORT BUSINESS CASE ANALYSIS, BCA) FUNDING IS REALIGNED AS FOLLOWS:

PRON 431J740900

	FROM	BY	TO
SLIN 0003AQ - LABOR			
DIRECT LABOR HOURS:			
DIRECT LABOR & BURDEN			
MATERIAL			
TOTAL			

PRON 431J740900

	FROM	BY	TO
SLIN 0003AR - MATERIAL			
DIRECT LABOR HOURS:			
DIRECT LABOR & BURDEN			
MATERIAL			
TOTAL			

A-6 AS A RESULT OF THIS MODIFICATION ESM EN10-01-01 (PROVIDE SOFTWARE, SW, AND SYSTEM INTERGRATION LAB, SILs, SUPPORT) FUNDING IS REALIGNED AS FOLLOWS:

PRON 431J733700

	FROM	BY	TO
SLIN 0003AJ - LABOR			
DIRECT LABOR HOURS:			
DIRECT LABOR & BURDEN			
MATERIAL			
TOTAL			

PRON 431J733700

	FROM	BY	TO
SLIN 0003AK - MATERIAL			
DIRECT LABOR HOURS:			
DIRECT LABOR & BURDEN			
MATERIAL			
TOTAL			

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 10
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00026	

Name of Offeror or Contractor: RAYTHEON COMPANY

A-7 AS A RESULT OF THIS MODIFICATION ESM LOG11-02 AND EN10-01-01 REALIGNMENTS CLIN 0003 TOTAL VALUES HAVE BEEN REVISED AS FOLLOWS:

CLIN 0003

FY11	LABOR	MATERIAL	TOTAL
PCL COST			
G&A			
TCL COST (W/O COM)			
COST OF MONEY			
FEE			
CPPF			

A-8 AS A RESULT OF THIS MODIFICATION ESM LOG11-02 AND EN10-01-01 REALIGNMENTS CLIN 0003 MATERIAL VALUES HAVE BEEN REVISED AS FOLLOWS:

CLIN 0003

DESCRIPTION	MATERIAL		REMAINING
	MATERIAL	EXERCISED	
ESTIMATED COST			
COST OF MONEY			
FIXED FEE			
CPPF			

A-9 AS A RESULT OF THIS MODIFICATION ESM LOG11-02 AND EN10-01-01 REALIGNMENTS CLIN 0003 LABOR HOURS HAVE BEEN REVISED AS FOLLOWS:

CLIN 0003

	AVAILABLE	EXERCISED	REMAINING
PM/CM			
ENG			
PA/TEST			
LOG			
TOTAL			

A-10 AS A RESULT OF THIS MODIFICATION ESM EN12-02 (PROVIDE SOFTWARE, SW, AND SYSTEM INTERGRATION LAB, SILs, SUPPORT) FUNDING IS CONTINUED AND PERIOD OF PERFORMANCE ARE ESTABLISHED AS FOLLOWS:

PRON 4M2J713900

SLIN 0004	FROM	BY	TO
DIRECT LABOR HOURS:			
DIRECT LABOR & BURDEN			
MATERIAL			
TOTAL			

a. SLIN 0004AC - FROM 27 FEB 12 TO 30 SEP 12.

A-11 AS A RESULT OF THIS MODIFICATION THERE WILL BE NO CHANGE TO ESM EN12-02 FOR MATERIAL DOLLARS UNDER CLIN 0004.

A-12 AS A RESULT OF THIS MODIFICATION THERE WILL BE NO CHANGE TO ESM EN12-02 FOR TOTAL DOLLARS UNDER CLIN 0004.

A-13 AS A RESULT OF THIS MODIFICATION ESM EN12-02 LABOR HOURS ARE AS FOLLOWS:

CLIN 0004

	AVAILABLE	EXERCISED	REMAINING
PM/CM			
ENG			
PA/TEST			
LOG			
TOTAL			

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 10**

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00026

Name of Offeror or Contractor: RAYTHEON COMPANY

TOTAL

A-14 AS A RESULT OF THIS MODIFICATION, THE TOTAL AMOUNT OF THE CONTRACT IS INCREASED BY \$213,580 FROM \$5,401,209.00 TO \$5,614,789.00.

A-15 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE EFFECT.

*** END OF NARRATIVE A0026 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00026	Page 5 of 10
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																																
0003	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY 11 OPTION PERIOD JLENS RNG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border-bottom: 1px solid black;">FY11</td> <td style="width: 20%; border-bottom: 1px solid black;">LABOR</td> <td style="width: 20%; border-bottom: 1px solid black;">MATERIAL</td> <td style="width: 20%; border-bottom: 1px solid black;">TOTAL</td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>PCL COST</td> <td colspan="3" style="background-color: black;"></td> <td></td> <td></td> </tr> <tr> <td>G&A</td> <td colspan="3" style="background-color: black;"></td> <td></td> <td></td> </tr> <tr> <td>TCL COST (W/O COM)</td> <td colspan="3" style="background-color: black;"></td> <td></td> <td></td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="3" style="background-color: black;"></td> <td></td> <td></td> </tr> <tr> <td>FEE</td> <td colspan="3" style="background-color: black;"></td> <td></td> <td></td> </tr> <tr> <td>CPFF</td> <td colspan="3" style="background-color: black;"></td> <td></td> <td></td> </tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 20%; border-bottom: 1px solid black;">MATERIAL</td> <td style="width: 20%; border-bottom: 1px solid black;">MATERIAL</td> <td style="width: 20%; border-bottom: 1px solid black;">REMAINING</td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">DESCRIPTION</td> <td style="border-bottom: 1px solid black;">MATERIAL</td> <td style="border-bottom: 1px solid black;">EXERCISED</td> <td style="border-bottom: 1px solid black;">REMAINING</td> <td></td> <td></td> </tr> <tr> <td>ESTIMATED COST</td> <td colspan="3" style="background-color: black;"></td> <td></td> <td></td> </tr> <tr> <td>COST OF MONEY</td> <td colspan="3" style="background-color: black;"></td> <td></td> <td></td> </tr> <tr> <td>FIXED FEE</td> <td colspan="3" style="background-color: black;"></td> <td></td> <td></td> </tr> <tr> <td>CPFF</td> <td colspan="3" style="background-color: black;"></td> <td></td> <td></td> </tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 20%; border-bottom: 1px solid black;">AVAILABLE</td> <td style="width: 20%; border-bottom: 1px solid black;">EXERCISED</td> <td style="width: 20%; border-bottom: 1px solid black;">REMAINING</td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">PM/CM</td> <td style="border-bottom: 1px solid black;">ENG</td> <td style="border-bottom: 1px solid black;">PA/TEST</td> <td style="border-bottom: 1px solid black;">LOG</td> <td style="border-bottom: 1px solid black;">TOTAL</td> <td></td> </tr> <tr> <td colspan="5" style="background-color: black;"></td> <td></td> </tr> </table> <p style="text-align: center;">(End of narrative B003)</p>	FY11	LABOR	MATERIAL	TOTAL			PCL COST						G&A						TCL COST (W/O COM)						COST OF MONEY						FEE						CPFF							MATERIAL	MATERIAL	REMAINING			DESCRIPTION	MATERIAL	EXERCISED	REMAINING			ESTIMATED COST						COST OF MONEY						FIXED FEE						CPFF							AVAILABLE	EXERCISED	REMAINING			PM/CM	ENG	PA/TEST	LOG	TOTAL											
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0003AJ	<p><u>FY11 OPTION FSM EN10-01-01 B LABOR</u></p> <p>NOUN: SIL/IV&V SPT - 6075 PRON: 4MLJ733700 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border-bottom: 1px solid black;">SLIN 0003AJ - LABOR</td> <td style="width: 20%; border-bottom: 1px solid black;">FROM</td> <td style="width: 20%; border-bottom: 1px solid black;">BY</td> <td style="width: 20%; border-bottom: 1px solid black;">TO</td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>DIRECT LABOR HOURS:</td> <td colspan="3" style="background-color: black;"></td> <td></td> <td></td> </tr> <tr> <td>DIRECT LABOR & BURDEN</td> <td colspan="3" style="background-color: black;"></td> <td></td> <td></td> </tr> <tr> <td>MATERIAL</td> <td colspan="3" style="background-color: black;"></td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td colspan="3" style="background-color: black;"></td> <td></td> <td></td> </tr> </table> <p style="text-align: center;">(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	SLIN 0003AJ - LABOR	FROM	BY	TO			DIRECT LABOR HOURS:						DIRECT LABOR & BURDEN						MATERIAL						TOTAL						[REDACTED]	HR		\$ [REDACTED]																																																																		
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CONTINUATION SHEET

Reference No. of Document Being Continued
PHN/SIIN W31P4Q-10-C-0003 MOD/AMD P00026

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AK	<p><u>Deliveries or Performance</u> DLVR SCH _____ PERF COMPL _____ REL CD _____ QUANTITY _____ DATE _____ 001 [REDACTED] 30-APR-2012</p> <p>\$ [REDACTED]</p> <p><u>FY11 OPTION ESM E10-01-01B MATERIAL/ODC</u></p> <p>NOUN: SIL/IV&V SPT - 6075 PRON: 4MLJ733700 PRON AMD: 01 ACRN: AC AMS CD: 172419B5551</p> <p>SLIN 0003AK - MATERIAL FROM BY TO DIRECT LABOR HOURS: [REDACTED] DIRECT LABOR & BURDEN [REDACTED] MATERIAL [REDACTED] TOTAL [REDACTED]</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH _____ PERF COMPL _____ REL CD _____ QUANTITY _____ DATE _____ 001 [REDACTED] 30-SEP-2012</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]
0003AQ	<p><u>FY11 OPTION ESM LOG11-02 LABOR</u></p> <p>NOUN: PERFORM INTERIM SPT PRON: 4MLJ740900 PRON AMD: 01 ACRN: AC AMS CD: 172419B5551</p> <p>SLIN 0003AQ - LABOR FROM BY TO DIRECT LABOR HOURS: [REDACTED] DIRECT LABOR & BURDEN [REDACTED] MATERIAL [REDACTED] TOTAL [REDACTED]</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	[REDACTED]	HR		\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W31P40-10-C-0003 MOD/AMD P00026

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	<p>NOUN: 9093 CMDS SIL IV&V S PRON: 4M2J713900 PRON AMD: 02 ACRN: AD AMS CD: 172419B555L</p> <p>SLIN 0004 FROM BY TO</p> <p>DIRECT LABOR HOURS: DIRECT LABOR & BURDEN MATERIAL TOTAL</p> <p>EST COST COM FIXED FEE TOTAL</p> <p>ESM DESCRIPTION HOURS EN12-02 ENG LABOR</p> <p>COMPOSITE HOURLY RATE IS</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DLVR SCH</th> <th>REL CD</th> <th>QUANTITY</th> <th>PERF COMPL DATE</th> </tr> </thead> <tbody> <tr> <td></td> <td>001</td> <td></td> <td>30-SEP-2012</td> </tr> </tbody> </table> <p>\$</p>	DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE		001		30-SEP-2012				
DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE										
	001		30-SEP-2012										

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 9 of 10
	PIIN/SHN W31P4Q-10-C-0003	MOD/AMD P00026	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0003AJ	4M1J733700 172419E5551	1	14MJLE	AC \$	[REDACTED]	[REDACTED]	[REDACTED]
0003AK	4M1J733700 172419E5551	1	14MJLE	AC \$			
0003AQ	4M1J740900 172419E5551	1	14MJLE	AC \$			
0003AR	4M1J740900 172419E5551	1	14MJLE	AC \$			
0004AC	4M2J713900 172419E555L	2	24MJLE	AD \$			
					NET CHANGE \$	213,580.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AC 21	12040000015L5L68P1724192516 S01021 W31G3H	\$ 0.00
AD 21	22040000025L5L68P1724192516 S01021 W31G3H	\$ 213,580.00
NET CHANGE \$		213,580.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	5,401,208.00	\$ 213,580.00	\$ 5,614,788.00

LINE	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION
0003AJ	AC 21	111220400000	W31G3H 15L5L68172419E555125164M1J733700 14MJLE4M5 S01021
0003AK	AC 21	111220400000	W31G3H 15L5L68172419E555125164M1J733700 14MJLE4M5 S01021
0003AQ	AC 21	111220400000	W31G3H 15L5L68172419E555125164M1J740900 14MJLE4M5 S01021
0003AR	AC 21	111220400000	W31G3H 15L5L68172419E555125164M1J740900 14MJLE4M5 S01021
0004AC	AD 21	121320400000	W31G3H 25L5L68172419E555L25164M2J713900 24MJLE4M5 S01021

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 10 of 10

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00026

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0031	ENGINEERING SERVICES MEMORANDUM EN10-02-01 REV C	10-JAN-2012	002	EMAIL
Attachment 0032	ENGINEERING SERVICES MEMORANDUM EN10-02-02 REV A	10-JAN-2012	002	EMAIL
Attachment 0033	ENGINEERING SERVICES MEMORANDUM EN11-02 REV B	12-SEP-2011	002	EMAIL
Attachment 0034	ENGINEERING SERVICES MEMORANDUM LOG11-02 REV B	12-SEP-2011	003	EMAIL
Attachment 0035	ENGINEERING SERVICES MEMORANDUM EN10-01-01 REV D	03-FEB-2012	001	EMAIL
Attachment 0036	ENGINEERING SERVICES MEMORANDUM EN12-02	03-FEB-2012	001	EMAIL

ENGINEERING SERVICES MEMORANDUM

**U.S. ARMY AVIATION AND MISSILE COMMAND
REDSTONE ARSENAL, ALABAMA**

ESM NO.
EN10-02-02 Rev "A"

DATE
01/10/2012

ESTIMATED COMPLETION DATE OF ESM
09/30/12

CONTRACT NO.
W31P4Q-10-C-0003

COST ACCOUNT

DESCRIPTION OF PROPOSED WORK

- Upgrade JLENS system model [redacted] to incorporate tactical [redacted] software in place of the existing [redacted]. Associated tasks include:
 - Procure servers, displays and software licenses to host two Orbits of [redacted] with a single operator station per system (i.e. 2 displays per Orbit = 4 displays total). Deliver and integrate [redacted]
 - Procure [redacted] Workstation hardware to host [redacted] software. Deliver and integrate [redacted]
 - Update [redacted] to incorporate [redacted] target data provided by the Government.
 - Develop [redacted] interface component to support Link-16 [redacted] using [redacted] format, [redacted] commonly known as [redacted] provides bandwidth throttling to emulate [redacted] throughputs without assigning messages to specific time slots. Net Data Loads must be provided by the Government to simulate data rates in NPGs on the simulated Link 16 network. [redacted] connect to the [redacted]

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
None			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE

Initial SW integration @ VWC: Dec 2010. Final SW Integration: March 2011. Updates and Record Runs: June 2011.
No formal software documentation or verification reports are required.
CDRLs: Monthly technical accomplishment report (A002) and financial reports (A018/A019).

ESTIMATED COST

*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	[redacted]	[redacted]				
DIRECT LABOR & BURDEN \$	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]
MATERIAL \$	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]
COMPTN/SUBCONTR LBR \$	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]
TRAVEL & PER DIEM \$	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]
OTHER \$	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]
TOTAL \$	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]	\$ [redacted]

ESM MONITORS

Raytheon IDS: [redacted] CMDS P.O.: [redacted]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	Issued under MOD P0004	8/10/2010	[redacted]	
REVISION "A"	[redacted]	1/18/12	[redacted]	2/6/12
REVISION "B"	[redacted]		[redacted]	
REVISION "C"				
REVISION "D"				
REVISION "E"				

EXPLANATION OF REVISION:

Original Issue: NOTE: [redacted] Direct Labor & Burden amount consists of [redacted] at FY10 [redacted] and [redacted] at FY11 [redacted] the [redacted] Material amount is all FY10, the [redacted] Comptr/Subcontr Lbr consists of [redacted] in FY10 and [redacted] in FY11, and the [redacted] Travel & Per Diem amount consists of [redacted] in FY10 and [redacted] in FY11.

Rev "A" Issued to extend the PoP from 3/31/12 to 9/30/2012.

ENGINEERING SERVICES MEMORANDUM

ESM NO. EN10-02-02 Rev "A"

DESCRIPTION OF PROPOSED WORK (CONT)

Description (Continued):

- e. Develop [redacted] component to support UDP transmission of JLENS system track data to the [redacted] interface will include JLENS local track state, radar status, and mapping of local track number (LTN) to ADIL track number and DIS entity ID. Entity ID mapping to LTN will be provided by [redacted] for publishing [redacted] interface library (including source code) to be provided by the Government for integration with [redacted]
- f. [redacted] software licensing will include 2 permanent licenses for MSCT, 2 demo licenses [redacted] to be used during integration/test events only, and 8 DoD TDF licenses.
- g. Integration and test of the [redacted] upgrades at the [redacted] Contractor assumes 8 weeks of on-site integration support, in addition to 4 weeks of run-for-record test support is required.

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

FEB 29 2012

ENGINEERING SERVICES MEMORANDUM

**U.S. ARMY AVIATION AND MISSILE COMMAND
REDSTONE ARSENAL, ALABAMA**

ESM NO.
EN11-02 REV "B"

DATE
09/12/2011

PROJECT TITLE

[REDACTED]

CONTRACT NO.
W31P4Q-10-C-0003

05/31/2012

COST ACCOUNT

DESCRIPTION OF PROPOSED WORK

[REDACTED]

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
--------------------------------	---------------	-------------	---------------------

To be specified in Sub-ESMs as required

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE

To be specified in Sub-ESMs as required

ESTIMATED COST

*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	[REDACTED]	[REDACTED]	[REDACTED]			
DIRECT LABOR & BURDEN \$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
MATERIAL \$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
COMPT/ SUBCONTR LBR \$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TRAVEL & PER DIEM \$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
OTHER \$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TOTAL \$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ESM MONITORS

Raytheon
IDS: [REDACTED]

CMDS P.O.: [REDACTED]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	Issued in P00010	5/11/2011		
REVISION "A"	Issued in P00019	9/23/2011	[REDACTED]	
REVISION "B"	[REDACTED]	1/18/12	[REDACTED]	2/6/12
REVISION "C"	[REDACTED]		[REDACTED]	
REVISION "D"				
REVISION "E"				

EXPLANATION OF REVISION:

- Rev A** — Extends PoP for SubCLINs 0003AL and 0003AM from 9/30/2011 to 3/31/2012
- Rev B** — Extends PoP for SubCLINs 0003AL and 0003AM from 3/31/2012 to 5/31/2012.

ENGINEERING SERVICES MEMORANDUM

ESM NO. **EN11-02 Rev "B"**

DESCRIPTION OF PROPOSED WORK (CONT)

Included herewith, for informational purposes only, are scope summaries for the remaining three (3) phases. These phases will be proposed as follow-on efforts:

Phase 2: This will be a detailed study phase consisting of the following two (2) steps:

1. Quantify the impact that the interference has on the performance of both the SuR and FCR and ascertain the improvement that the proposed solutions provide. The solutions will be iterated during this step. This step will also use the tactical code where possible to verify the interference impact on the JLENS orbit. No modifications to the tactical code will be made during this step.
2. Based on the data available, generate a cost and schedule estimate to implement the solutions derived in Phase 1.

Phase 3: During this phase, agreed upon design changes will be implemented. SIL testing will be included in this phase.

Phase 4: This phase will consist of outdoor testing using actual man made interference (from the ground and/or air). The location of this testing will be determined at a later date, however, it is understood that some will be conducted at Pelham, NH and that some will be conducted at UTTR and/or WSTC. This phase will also include Software and Hardware regression testing.

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

FEB 29 2012

ENGINEERING SERVICES MEMORANDUM

**U.S. ARMY AVIATION AND MISSILE COMMAND
REDSTONE ARSENAL, ALABAMA**

ESM NO.
LOG11-02 REV "B"
DATE
09/12/2011

PROJECT TITLE: **Perform Interim Support Business Case Analysis (BCA)**
CONTRACT NO.: **W31P4Q-10-C-0003**
ESTIMATED COMPLETION DATE OF ESM: **9/30/2012**
COST ACCOUNT:

DESCRIPTION OF PROPOSED WORK
The purpose of JLENS Interim Support is to provide total or partial logistics support until a formal, long term government maintenance capability is developed. As required by the Government, JLENS Interim Support may include all services, supplies, and management necessary to field, operate, maintain and support the JLENS SDD Orbits 1 and 2 after their acceptance by the Government. Interim support tasks may include site development, system deployment, installation, field and depot level support, Field Support Representatives (FSRs), stock, storage and issuance of spares and repair parts, the providing of an Inventory Control Point, system upgrades (ECPs) for growth/technology insertion, software maintenance/updates, training, training support and updates to existing training material, updates to technical documentation, and necessary project management, systems engineering and configuration management activities.

To cost effectively develop and execute interim support consistent with the mission and operations requirements and sustainment metrics defined by the Government, modeling and simulation, analyses, and trade studies will be performed as part of a (continued below)

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
To be specified in Sub-ESMs as required			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE
To be specified in Sub-ESMs as required

ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPTN/SUBCONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$

ESM MONITORS
Raytheon IDS: [Redacted] CMDS P.O.: [Redacted]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	Issued MOD P00012	6/1/2011		
REVISION "A"	Issued MOD P00019	9/23/2011		
REVISION "B"	[Redacted]	1/18/12	[Redacted]	2/6/12
REVISION "C"	[Redacted]			
REVISION "D"				
REVISION "E"				

EXPLANATION OF REVISION:
Rev "A" - Extend PoP for SUBCLIN 0003AQ from 9/30/2011 to 9/30/2012 and SUBCLIN 0003AR from 6/01/2011 to 9/30/2012.
Rev "B" - Moves [Redacted] under SLIN 0003AR- material dollars to SLIN 0003AQ - Labor dollars.

ENGINEERING SERVICES MEMORANDUM

ESM NO. LOG11-02 REV "B"

DESCRIPTION OF PROPOSED WORK (CONT)

Business Case Analysis (BCA). Per the Army's Business Case Analysis Policy (dated 8/18/05), a BCA provides a comprehensive examination of the expected benefits, costs, and savings that would result from the implementation of alternative product support strategies. The BCA will assess the feasibility of pursuing potential JLENS Interim Support sourcing/support alternatives for Orbits 1 and 2 and will include the following tasks::

a. Define Mission/Operations Requirements and Sustainment Metrics

Provide assistance to the Government in developing, and then document the mission, CONOPS, and operations requirements for SDD Orbits 1 and 2 at their defined deployment sites. Provide assistance to the Government in updating (as required) the Key Performance Parameter/Key System Attribute (KPP/KSA) parameters for the JLENS sustainment system. These KPP/KSA parameters may include Materiel Availability, Materiel Reliability, Mean Down Time, Materiel Ownership Cost and/or additional sustainment enabler metrics

b. Perform Sustainment and Modeling Simulations

Modeling and Simulations (M&S) are effective tools in the supportability analysis and evaluation process because all the sustainment/materiel readiness driver metrics and costs can be considered in parallel. Consequently, the sustainment M&S objective will be to use validated models to consider materiel availability/readiness implications and nonrecurring and recurring life cycle costs when assessing the merits of sustainment alternatives. The support environments for SDD Orbits 1 and 2 will be optimized for speed of deployment, readiness, and cost by a) developing a system dynamic model that focuses on interdependencies, feedback effects, time dependencies, causal relationships, and trends to simulate the real world of a deployed JLENS system and b) updating the existing JLENS life cycle cost model.

c. Perform Supportability Requirements Definition

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the required maintenance and sustainment concepts and the systems' physical, maintenance and operational environments. Develop and document an optimized manpower and personnel staffing approach and minimal logistics footprint.

d. Perform Depot Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the optimum approach to the sustainment supply chain (i.e. Government, OEM, or 3PL), depot logistics (transportation, warehousing, cross-docking, inventory management, packaging, and freight forwarding), depot operations (i.e. Organic, PPL, OEM, or COTS vendors), and FRACAS process.

(continued below)

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

ENGINEERING SERVICES MEMORANDUM

**U.S. ARMY AVIATION AND MISSILE COMMAND
REDSTONE ARSENAL, ALABAMA**

ESM NO.
EN10-02-01 "C"
DATE
01/10/2012

PROJECT TITLE: [REDACTED] CONTRACT NO.
W31P4Q-10-C-0003
ESTIMATED COMPLETION DATE OF ESM
09/30/2012 COST ACCOUNT

DESCRIPTION OF PROPOSED WORK

I. Provide Engineering support to the [REDACTED] exercises using the JLENS simulation mode [REDACTED]

- Provide simulation hardware and software for one or two JLENS orbits during NF exercises
- Support meetings, integration, and operation during integration, operator checkout, and event weeks as needed
- Support of Technical Interchange Meetings (TIMs) to support exercise planning as needed at various locations including: St. Louis MO, Huntsville AL, Washington DC, Andover MA
- Support of TIMs that discuss maintenance and/or modifications to the JLENS representation [REDACTED] at the same various locations.

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
To be specified in Sub-ESMs as required			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE
To be specified in Sub-ESMs as required

ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
DIRECT LABOR & BURDEN \$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
MATERIAL \$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
COMPT/R/SUBCONTR LBR \$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TRAVEL & PER DIEM \$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
OTHER \$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TOTAL \$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ESM MONITORS
Raytheon IDS: [REDACTED] CMDS P.O.: [REDACTED]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	Issued MOD P0002	4/1/2010		
REVISION "A"	Issued MOD P0005	8/16/2010		
REVISION "B"	Issued MOD P00017	9/23/2011		
REVISION "C"	[REDACTED]	1/18/12	[REDACTED]	2/6/12
REVISION "D"	[REDACTED]			
REVISION "E"				

EXPLANATION OF REVISION:
 Rev "A": Changes estimated completion date to 03/30/11 and provides additional Labor/Non-Labor funding. NOTE: Additional Labor/Non-Labor funding provided covers performance during FY11.
 Rev "B": Extends the PoP for SUBCLINs 0003AD and 0003AF from 9/30/2011 to 3/31/2012.
 Rev "C": Extends to PoP for SUBCLINs 0003AD and 0003AF from 3/31/2012 to 9/30/2012.

ENGINEERING SERVICES MEMORANDUM

ESM NO.
EN10-02-01 "C"

DESCRIPTION OF PROPOSED WORK (CONT)

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

FEB 29 2012

ENGINEERING SERVICES MEMORANDUM

**U.S. ARMY AVIATION AND MISSILE COMMAND
REDSTONE ARSENAL, ALABAMA**

ESM NO.
EN10-01-01 "D"
DATE
2/3/2012

PROJECT TITLE
Provide Software (SW) and System Integration Lab (SILs) Support

CONTRACT NO.
W31P4Q-10-C-0003

ESTIMATED COMPLETION DATE OF ESM
**SUBCLIN 0003AJ - 4/30/2012
SUBCLIN 0003AK - 9/30/2012**

COST ACCOUNT

DESCRIPTION OF PROPOSED WORK

1. Support Establishment and maintenance of the real-time [REDACTED]
2. Support coordination, delivery, and installation of software build deliveries and relevant mods
3. Attend meetings, VTCs, and/or telecons as requested
4. Support configuration management and security certification programs as required
5. Support SIL activities related to integration/use of [REDACTED] software at the CMDS SIL and UTTR
6. As applicable support efforts associated with EN10-01-02.

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
To be specified in Sub-ESMs as required			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE
To be specified in Sub-ESMs as required

ESTIMATE D COST

*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPT/SUBCONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$

ESM MONITORS
Raytheon IDS: [REDACTED] CMDS P.O.: [REDACTED]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	Award	3/17/2010		
REVISION "A"	Issued MOD P0005	8/12/2010		
REVISION "B"	Issued MOD P0009	2/25/11		
REVISION "C"	[REDACTED]	9/23/2011	[REDACTED]	
REVISION "D"		2/3/2012	[REDACTED]	2/6/12
REVISION "E"				

EXPLANATION OF REVISION:

- **Revision "A"**: Changes estimated completion date to 09/30/11 and provides additional Labor/Non-Labor funding. NOTE: Additional Labor/Non-Labor funding provided covers performance during FY11.
- **Rev "B"** Provides additional funding
- **Rev "C"** - Extends the PoP for SUBCLIN 0003AJ from 9/30/2011 to 4/30/2012 and SUBCLIN 0003AK from 9/30/2011 to 9/30/2012 and added line 6 to cover SIL and SW Eval support since sub-ESM EN10-01-01 and EN10-01-02 go together.
- **Rev "D"** Extends Moves [REDACTED] from labor SLIN to material SLIN.

JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003
MODIFICATION P00206
ATTACHMENT 0035
PAGE 1 OF 1

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA	ESM NO. EN12-02 DATE 2/3/2012
---	--

PROJECT TITLE Provide Software (SW) and System Integration Lab (SILs) Support	CONTRACT NO. W31P4Q-10-C-0003
ESTIMATED COMPLETION DATE OF ESM SLIN XXX - PoP 2/27/2012 - 9/30/2012	COST ACCOUNT

DESCRIPTION OF PROPOSED WORK

1. Support Establishment and maintenance of the real-time HWIL facility [REDACTED] and IV&V facility [REDACTED]
2. Support coordination, delivery, and installation of software build deliveries and relevant mods
3. Attend meetings, VTCs, and/or telecons as requested
4. Support configuration management and security certification programs as required
5. Support SIL activities related to integration/use of [REDACTED] software at the CMDS SIL and UTTR

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
To be specified in Sub-ESMs as required			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE
To be specified in Sub-ESMs as required

ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	[REDACTED]					
DIRECT LABOR & BURDEN	\$ [REDACTED]	\$	\$	\$	\$	\$
MATERIAL	\$ [REDACTED]	\$	\$	\$	\$	\$
COMPTR/SUBCONTR LBR	\$ [REDACTED]	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$ [REDACTED]	\$	\$	\$	\$	\$
OTHER	\$ [REDACTED]	\$	\$	\$	\$	\$
TOTAL	\$ [REDACTED]	\$	\$	\$	\$	\$

ESM MONITORS Raytheon IDS: [REDACTED] CMDS P.O.: [REDACTED]

CONCURRENCE SIGNATURES:

	DATE	DATE
ORIGINAL ISSUE	[REDACTED] 2/3/2012	[REDACTED] 2/6/12
REVISION "A"	[REDACTED]	[REDACTED]
REVISION "B"	[REDACTED]	[REDACTED]
REVISION "C"	[REDACTED]	[REDACTED]
REVISION "D"	[REDACTED]	[REDACTED]
REVISION "E"	[REDACTED]	[REDACTED]

EXPLANATION OF REVISION:

000427

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Page 1 Of 6
Cont-Plus-Fixed-Fee

2. Amendment/Modification No. P00027 3. Effective Date MAR 21 2012 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable) JL 0004 12

6. Issued By Code W31P4Q 7. Administered By (If other than Item 6) Code S2205A

US ARMY CONTRACTING COMMAND
[REDACTED]
ARMY CONTRACTING COMMAND-REDSTONE
REDSTONE ARSENAL AL 35898-5280
[REDACTED]

DCMA RAYTHEON TEWKSBURY
50 APPLE HILL DRIVE
M/S T2FR2
TEWKSBURY MA 01876-1198

SCD A PAS NONE ADP PT HQ0337

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY
350 LOWELL ST
ANDOVER, MA 01810-4400

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.
W31P4Q-10-C-0003

10B. Dated (See Item 13)
2003MAR17

TYPE BUSINESS: Large Business Performing in U.S.

Code 05716 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
ACRN: AC NET DECREASE: -\$228,669.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

- A. This Change Order Is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: _____ Supplemental Agreement
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. Name And Title Of Contracting Officer (Type or print)
[REDACTED]

15C. Date Signed 3/21/2012 16C. Date Signed 3/21/2012

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00027) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS OF MODIFICAITON, SLINS 0003AG AND 0003AH ARE HEREBY REDUCED AS FOLLOWS:

a. SLIN 0003AG - REDUCED BY [REDACTED] LABOR HOURS FROM [REDACTED] T [REDACTED] HOURS. REDUCED [REDACTED]

b. SLIN 0003AH - MATERIAL REDUCED BY [REDACTED]

NOTE: ESM EN11-01 REV B IS ATTACHED TO THIS CONTRACT MODIFICATION AND REFLECT THE CHANGES ABOVE.

A-3 AS A RESULT OF THIS MODIFICATION, THE TOTAL AMOUNT OF THE CONTRACT IS DECREASED BY \$228,660 FROM \$5,614,788 TO \$5,386,128.

A-4 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE EFFECT.

*** END OF NARRATIVE A0027 ***

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																															
0003	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY 11 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>FY11</u></td> <td style="width:15%;"><u>Labor</u></td> <td style="width:15%;"><u>Material</u></td> <td style="width:15%;"><u>Total</u></td> <td style="width:40%;"></td> </tr> <tr> <td>PCL COST</td> <td colspan="4" rowspan="6" style="background-color: black;"></td> </tr> <tr> <td>G&A</td> </tr> <tr> <td>TCL COST (W/O COM)</td> </tr> <tr> <td>COST OF MONEY</td> </tr> <tr> <td>FEE</td> </tr> <tr> <td>CPFF</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"><u>MATERIAL</u></td> <td style="width:15%;"><u>MATERIAL</u></td> <td style="width:15%;"><u>REMAINING</u></td> <td style="width:40%;"></td> </tr> <tr> <td><u>DESCRIPTION</u></td> <td><u>MATERIAL</u></td> <td><u>EXERCISED</u></td> <td></td> <td></td> </tr> <tr> <td>ESTIMATED COST</td> <td colspan="4" rowspan="4" style="background-color: black;"></td> </tr> <tr> <td>COST OF MONEY</td> </tr> <tr> <td>FIXED FEE</td> </tr> <tr> <td>CPFF</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"><u>AVAILABLE</u></td> <td style="width:15%;"><u>EXERCISED</u></td> <td style="width:15%;"><u>REMAINING</u></td> <td style="width:40%;"></td> </tr> <tr> <td><u>PM/CM</u></td> <td colspan="4" rowspan="5" style="background-color: black;"></td> </tr> <tr> <td><u>ENG</u></td> </tr> <tr> <td><u>PA/TEST</u></td> </tr> <tr> <td><u>LOG</u></td> </tr> <tr> <td><u>TOTAL</u></td> </tr> </table> <p style="text-align: center;">(End of narrative B001)</p>	<u>FY11</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>		PCL COST					G&A	TCL COST (W/O COM)	COST OF MONEY	FEE	CPFF		<u>MATERIAL</u>	<u>MATERIAL</u>	<u>REMAINING</u>		<u>DESCRIPTION</u>	<u>MATERIAL</u>	<u>EXERCISED</u>			ESTIMATED COST					COST OF MONEY	FIXED FEE	CPFF		<u>AVAILABLE</u>	<u>EXERCISED</u>	<u>REMAINING</u>		<u>PM/CM</u>					<u>ENG</u>	<u>PA/TEST</u>	<u>LOG</u>	<u>TOTAL</u>				
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<u>TOTAL</u>																																																				
0003AG	<p><u>FY11 OPTION ESM EN11-01 LABOR</u></p> <p>NOUN: [REDACTED] 790 PRON: 4M1J733500 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Estimated Cost</td> <td colspan="4" rowspan="4" style="background-color: black;"></td> </tr> <tr> <td>COM</td> </tr> <tr> <td>Fixed Fee</td> </tr> <tr> <td>Total</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>ESM</u></td> <td style="width:45%;"><u>Description</u></td> <td style="width:15%;"><u>Hours</u></td> <td style="width:25%;"></td> </tr> <tr> <td>EN11-01</td> <td>Engineering Labor</td> <td>[REDACTED]</td> <td></td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in support of the JLENS Engineering Services Contract.</p>	Estimated Cost					COM	Fixed Fee	Total	<u>ESM</u>	<u>Description</u>	<u>Hours</u>		EN11-01	Engineering Labor	[REDACTED]		[REDACTED]	HR		\$ [REDACTED]																															
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Fixed Fee																																																				
Total																																																				
<u>ESM</u>	<u>Description</u>	<u>Hours</u>																																																		
EN11-01	Engineering Labor	[REDACTED]																																																		

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT											
	(End of narrative B001)															
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination															
	<u>Deliveries or Performance</u> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">DLVR SCH</td> <td style="width:40%;"></td> <td style="width:15%;">PERF COMPL</td> <td style="width:30%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td>31-MAR-2012</td> <td></td> </tr> </table> <p style="margin-left: 40px;">\$ [REDACTED]</p>	DLVR SCH		PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	[REDACTED]	31-MAR-2012				
DLVR SCH		PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>														
001	[REDACTED]	31-MAR-2012														
0003AH	<u>FY11 OPTION ESM EN11-01 MATERIAL/ODC</u> NOUN: [REDACTED] - 790 PRON: 4MLJ733500 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551 Estimated Cost [REDACTED] COM [REDACTED] Fixed Fee [REDACTED] Total [REDACTED]				\$ [REDACTED]											
	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"><u>ESM</u></td> <td style="width:50%;"><u>Description</u></td> <td style="width:40%;"><u>Hours</u></td> </tr> <tr> <td>EN11-01</td> <td>Engineering Material/ODC</td> <td>N/A</td> </tr> </table> <p>COMPOSITE HOURLY RATE IS [REDACTED]</p> <p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Material/ODC in support of the JLENS Engineering Services Contract.</p> <p style="text-align: center;">(End of narrative B001)</p>	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	EN11-01	Engineering Material/ODC	N/A									
<u>ESM</u>	<u>Description</u>	<u>Hours</u>														
EN11-01	Engineering Material/ODC	N/A														
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination															
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DLVR SCH		PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>														
001	[REDACTED]	31-MAR-2012														

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0003AG	4M1J733500 172419E5551	1	14MJLE	AC	[REDACTED]	[REDACTED]	[REDACTED]
0003AH	4M1J733500 172419E5551	1	14MJLE	AC	[REDACTED]	[REDACTED]	[REDACTED]
					NET CHANGE	\$ -228,660.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AC	21 12040000015L5L68P1724192516 S01021 W31G3H	\$ -228,660.0
NET CHANGE		\$ -228,660.0

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	5,614,788.00	\$ -228,660.00	\$ 5,386,128.00

LINE	ACRN	EDI/SPIS ACCOUNTING CLASSIFICATION
0003AG	AC	21 111220400000 W31G3H 15L5L68172419E555125164M1J733500 14MJLE4M5 S01021
0003AH	AC	21 111220400000 W31G3H 15L5L68172419E555125164M1J733500 14MJLE4M5 S01021

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0037	ENGINEERING SERVICES MEMORANDUM (ESM) EN11-01 REV"B"		002	EMAIL

ENGINEERING SERVICES MEMORANDUM

**U.S. ARMY AVIATION AND MISSILE COMMAND
REDSTONE ARSENAL, ALABAMA**

ESM NO.
EN11-01 REV "B"
DATE
02/29/2012

PROJECT TITLE
Provide support to JLENS AMF Radio Demonstration

CONTRACT NO.
W31P4Q-10-C-0003

ESTIMATED COMPLETION DATE OF ESM
3/31/2012

COST ACCOUNT

DESCRIPTION OF PROPOSED WORK

1. Define concept for a field demonstration of a [REDACTED] integrated (as a communication relay only) on JLENS aerostat platform at Utah Test and Training Range. Demonstration approach will be documented in an engineering memo to include:
 - a) CONOPS for radio configuration and operation
 - b) Radio Waveforms and Frequency Allocation
 - c) Mechanical / Electrical Interface requirements
2. Complete design trade studies to establish detailed technical approach for conduct of the demonstration and document in engineering memos
 - a) Perform EMI/EMC (Cosite) analysis to assess potential interference between [REDACTED] and other JLENS emitters/receivers.
 - b) Determine approach for mechanical integration on the aerostat and trim/balance impact
 - c) Establish detailed design descriptions of all power, electrical, mechanical, RF and control interfaces required for radio integration, while minimizing impact on existing SDD compliant hardware.

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
None			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE
None

ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	[REDACTED]	[REDACTED]	[REDACTED]			
DIRECT LABOR & BURDEN	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
MATERIAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
COMPTR/SUBCONTR LBR	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
TRAVEL & PER OIEM	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
OTHER	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
TOTAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$

ESM MONITORS
Raytheon IDS: [REDACTED] CMDS P.O.: [REDACTED]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	Issued MOD P0008	2/10/11		
REVISION "A"	Issued MOD P00019	9/23/2011	[REDACTED]	
REVISION "B"	[REDACTED]	2/27/12	[REDACTED]	3/14/12
REVISION "C"	[REDACTED]			
REVISION "D"				
REVISION "E"				

EXPLANATION OF REVISION:
Rev A - Extends PoP for SUBCLINs 0003AG and 0003AH from 9/30/2011 to 3/31/2012
Rev B -- Removes [REDACTED] from ESM as a shutdown to stop work order.

JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003
MODIFICATION P00027
ATTACHMENT 0037
PAGE 1 OF 2
DATE: MAR 21 2012

ENGINEERING SERVICES MEMORANDUM

ESM NO. **EN11-01 Rev "B"**

DESCRIPTION OF PROPOSED WORK (CONT)

3) Develop detailed plan for Phase 2 demo execution, including schedule, cost, GFE/GFI, and range support requirements

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003
MODIFICATION P00027
ATTACHMENT 0037

DATE: **MAR 21 2012** PAGE 2 OF 2

ENGINEERING SERVICES MEMORANDUM

000435

**U.S. ARMY AVIATION AND MISSILE COMMAND
REDSTONE ARSENAL, ALABAMA**

ESM NO.
EN11-01 REV "B"
DATE
02/29/2012

PROJECT TITLE
Provide support to JLENS [REDACTED] Demonstration

CONTRACT NO.
W31P4Q-10-C-0003

ESTIMATED COMPLETION DATE OF ESM
3/31/2012

COST ACCOUNT

DESCRIPTION OF PROPOSED WORK

- Define concept for a field demonstration of a [REDACTED] integrated (as a communication relay only) on JLENS aerostat platform at Utah Test and Training Range. Demonstration approach will be documented in an engineering memo to include:
 - CONOPS for [REDACTED] operation
 - [REDACTED]
 - Mechanical / Electrical Interface requirements
- Complete design trade studies to establish detailed technical approach for conduct of the demonstration and document in engineering memos
 - Perform EMI/EMC (Cosite) analysis to assess potential interference [REDACTED]
 - Determine approach for mechanical integration on the aerostat and trim/balance impact
 - Establish detailed design descriptions of all power, electrical, mechanical, [REDACTED] control interfaces required for [REDACTED] integration, while minimizing impact on existing SDD compliant hardware.

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
None			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE
None

ESTIMATED COST

*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	[REDACTED]	[REDACTED]	[REDACTED]			
DIRECT LABOR & BURDEN	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
MATERIAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
COMPT/R/SUBCONTR LBR	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TRAVEL & PER DIEM	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
OTHER	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TOTAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ESM MONITORS
Raytheon IDS: [REDACTED] CMDS P.O.: [REDACTED]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	Issued MOD P0008	2/10/11		
REVISION "A"	Issued MOD P00019	9/23/2011		
REVISION "B"	[REDACTED]	2/29/12	[REDACTED]	3/14/12
REVISION "C"	[REDACTED]			
REVISION "D"				
REVISION "E"				

EXPLANATION OF REVISION:
 Rev A -- Extends PoP for SUBCLINs 0003AG and 0003AH from 9/30/2011 to 3/31/2012
 Rev B -- Removes [REDACTED] from ESM as a shutdown to stop work order.

JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0003
 MODIFICATION P00027
 ATTACHMENT 0037
 PAGE 1 OF 2
 DATE: MAR 21 2012

ENGINEERING SERVICES MEMORANDUM

ESM NO. EN11-01 Rev "B"

DESCRIPTION OF PROPOSED WORK (CON'T)

3) Develop detailed plan for Phase 2 demo execution, including schedule, cost, GFE/GFI, and range support requirements

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

ENGINEERING SERVICES MEMORANDUM

FORM 51-31-00-04

000437

Redactions per (b)(4), (b)(6), (b)(3)
U.S. ARMY AVIATION AND MISSILE COMMAND
REDSTONE ARSENAL, ALABAMA

ESM NO.
EN11-01 REV "B"
 DATE
02/29/2012

PROJECT TITLE
 Provide support to JLENS [REDACTED] Demonstration

CONTRACT NO.
W31P4Q-10-C-0003

ESTIMATED COMPLETION DATE OF ESM
3/31/2012

COST ACCOUNT

DESCRIPTION OF PROPOSED WORK

1. Define concept for a field demonstration of a [REDACTED] integrated (as a communication relay only) on JLENS aerostat platform at Utah Test and Training Range. Demonstration approach will be documented in an engineering memo to include:
 - a) CONOPS for [REDACTED] and operation
 - b) [REDACTED]
 - c) Mechanical / Electrical Interface requirements
2. Complete design trade studies to establish detailed technical approach for conduct of the demonstration and document in engineering memos
 - a) Perform EMI/EMC (Cosite) analysis to assess potential interference [REDACTED]
 - b) Determine approach for mechanical integration on the aerostat and trim/balance impact
 - c) Establish detailed design descriptions of all power, electrical, mechanical, [REDACTED] control interfaces required for [REDACTED] integration, while minimizing impact on existing SDD compliant hardware.

GOVERNMENT FURNISHED EQUIPMENT	DATE RECEIVED	RETURN DATE	CONDITION OF RETURN
None			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE
 None

ESTIMATED COST

*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
DIRECT LABOR & BURDEN	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
MATERIAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
COMPTRS/SUBCONTR LBR	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TRAVEL & PER DIEM	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
OTHER	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TOTAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ESM MONITORS:
 Raytheon IDS: [REDACTED] CMDS P.O.: [REDACTED]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	Issued MOD P0008	2/10/11	[REDACTED]	
REVISION "A"	Issued MOD P00019	9/23/2011	[REDACTED]	
REVISION "B"	[REDACTED]	2/29/12	[REDACTED]	3/14/12
REVISION "C"	[REDACTED]		[REDACTED]	
REVISION "D"	[REDACTED]		[REDACTED]	
REVISION "E"	[REDACTED]		[REDACTED]	

EXPLANATION OF REVISION:
 Rev A - Extends PoP for SUBCLINs 0003AG and 0003AH from 9/30/2011 to 3/31/2012
 Rev B - Removes [REDACTED] from ESM as a shutdown to stop work order.

JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0003
 MODIFICATION P00027
 ATTACHMENT 0037
 PAGE 1 OF 2
 DATE: MAR 21 2012

ENGINEERING SERVICES MEMORANDUM

FORM 54-31-00-04

000438

ESM NO.

EN11-01 Rev "B"

DESCRIPTION OF PROPOSED WORK (CONT)

3) Develop detailed plan for Phase 2 demo execution, including schedule, cost, GFE/GFI, and range support requirements

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003
MODIFICATION P00027
ATTACHMENT 0037

PAGE 2 OF 2
MAR 21 2012

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 4
2. Amendment/Modification No. P00028	3. Effective Date APR 24 2012	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0004 12	
6. Issued By US ARMY CONTRACTING COMMAND [REDACTED] ARMY CONTRACTING COMMAND-REDSTONE REDSTONE ARSENAL AL 35898-5280 [REDACTED] [REDACTED] Street, City, County, State and Zip Code	Code W31P4Q	7. Administered By (If other than Item 6) DCMA RAYTHEON TENKSURY 50 APPLE HILL DRIVE M/S T2PR2 TENKSURY MA 01876-1198		Code 52205A
TYPE BUSINESS: Large Business Performing in U.S.		SCD A	PAS NONE	ADP PT HQ0337
Code 05716 Facility Code		9A. Amendment Of Solicitation No.		
		9B. Dated (See Item 11)		
		10A. Modification Of Contract/Order No. W31P4Q-10-C-0003		
		10B. Dated (See Item 13) 2003MAR17		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	Mutual Agreement
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15C. Date Signed 4/24/12		16A. Name And Title Of Contracting Officer (Type or print) [REDACTED]	
(Signature of person authorized to sign) NON 7540-01-162-8079 PREVIOUS EDITIONS UNUSABLE		[REDACTED] Date Signed 4/24/12 (REV. 10-83) (48 CFR) 53.243	

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 4**

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00028

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00028) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 AS A RESULT OF THIS MODIFICATION, THE PERIOD OF PERFORMANCE FOR RSM EN11-04 (SLIN 0003AU) IS EXTENDED FROM 30 APR 12 TO 30 SEP 12. THE PERIOD OF PERFORMANCE FOR EN11-04 IS HEREBY CHANGED TO 30 SEP 12.

A-3 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS UNCHANGED AND REMAINS A TOTAL AMOUNT OF \$5,366,128.

A-4 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0028 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00028

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0003AU	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY11 OPTION ESM EN11-04</u></p> <p>NOUN: 10050 [REDACTED] PRON: 4M1J741800 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>[REDACTED]</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td>30-SEP-2012</td> <td></td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH	[REDACTED]	PERF COMPL	<u>REL CD</u>	<u>DATE</u>		001	30-SEP-2012					<p>\$ [REDACTED]</p>
DLVR SCH	[REDACTED]	PERF COMPL												
<u>REL CD</u>	<u>DATE</u>													
001	30-SEP-2012													

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 4

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00028

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0038	ENGINEERING SERVICES MEMORANDUM (ESM) EN11-04"B"		001	EMAIL

ENGINEERING SERVICES MEMORANDUM

**U.S. ARMY AVIATION AND MISSILE COMMAND
REDSTONE ARSENAL, ALABAMA**

ESM NO.
EN11-04 - Rev "B"
DATE
4/4/2012

PROJECT TITLE
[REDACTED]

CONTRACT NO.
W31P4Q-10-C-0003

ESTIMATED COMPLETION DATE OF ESM
09/30/12

COST ACCOUNT

DESCRIPTION OF PROPOSED WORK
[REDACTED]

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
To be specified in Sub-ESMs as required			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE
To be specified in Sub-ESMs as required

ESTIMATED COST

*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	[REDACTED]	[REDACTED]	[REDACTED]			
DIRECT LABOR & BURDEN	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
MATERIAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
COMPTR/SUBCONTR LBR	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
TRAVEL & PER DIEM	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
OTHER	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$
TOTAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$	\$	\$

ESM MONITORS

Raytheon IDS: [REDACTED] CMDS P.O.: [REDACTED]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	Original issued under MOD 18 and signed on 9/19/11	9/19/11		
REVISION "A"	MOD 0023 extended PoP [REDACTED]	12/09/11	[REDACTED]	
REVISION "B"	[REDACTED]	4/4/12	[REDACTED]	4/9/12
REVISION "C"	[REDACTED]		[REDACTED]	
REVISION "D"				
REVISION "E"				

EXPLANATION OF REVISION:
 Original: Period of Performance from 1 October 2011 to 30 January 2012.
 Revision "A": Period of Performance extension from 30 January 2012 to 30 April 2012.
 Revision "B": Period of Performance Extension from 30 April 2012 to 30 September 2012.

JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0003
 MODIFICATION P00027
 ATTACHMENT 0038
 PAGE 1 OF 1

DATE:

ENGINEERING SERVICES MEMORANDUM

**U.S. ARMY AVIATION AND MISSILE COMMAND
REDSTONE ARSENAL, ALABAMA**

ESM NO.

EN11-04 - Rev "B"

DATE

4/4/2012

PROJECT TITLE

CONTRACT NO.

W31P4Q-10-C-0003

ESTIMATED COMPLETION DATE OF ESM

09/30/12

COST ACCOUNT

DESCRIPTION OF PROPOSED WORK

[REDACTED]

GOVERNMENT FURNISHED EQUIPMENT

DATE REQUIRED

RETURN DATE

CONDITION OF RETURN

To be specified in Sub-ESMs as required

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE

To be specified in Sub-ESMs as required

ESTIMATED COST

*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPTV/SUB CONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$

ESM MONITORS

[REDACTED]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	Original issued under MOD 18 and signed on 9/19/11	9/19/11		
REVISION "A"	MOD 0023 extended PoP	12/09/11		
REVISION "B"	[REDACTED]	4/4/12	[REDACTED]	4/9/12
REVISION "C"	[REDACTED]			
REVISION "D"				
REVISION "E"				

EXPLANATION OF REVISION:

Original: Period of Performance from 1 October 2011 to 30 January 2012.
 Revision "A": Period of Performance extension from 30 January 2012 to 30 April 2012.
 Revision "B": Period of Performance Extension from 30 April 2012 to 30 September 2012.

JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0003
 MODIFICATION P00027
 ATTACHMENT 0038
 PAGE 1 OF 1

DATE: APR 24 2012

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Coat-Plus-Fixed-Fee	Page 1 Of 7
2. Amendment/Modification No. P00029	3. Effective Date JUN 27 2012	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0007 12	
6. Issued By ARMY CONTRACTING COMMAND REDSTONE [REDACTED] REDSTONE ARSENAL AL 35898-5200	Code W31P4Q	7. Administered By (If other than Item 6) DCMA RAYTHEON TEWKSBURY 50 APPLE HILL DRIVE M/S T2PR2 TEWKSBURY MA 01876-1198		Code S2205A
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810 4400		9A. Amendment Of Solicitation No. [REDACTED]		
TYPE BUSINESS: Large Business Performing in U.S.		9B. Dated (See Item 11) [REDACTED]		
Code 05716	Facility Code	10A. Modification Of Contract/Order No. W31P4Q-10-C-0003		
		10B. Dated (See Item 13) 2003MARI7		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing (Items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting And Appropriation Data (If required) ACRN: AD NET INCREASE: \$.00				
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.				
KIND MOD CODE: G				
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A. <input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). <input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT <input type="checkbox"/> D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.				
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION				

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. Name And Title Of Contracting Officer (Type or print)

15C. Date Signed

6/27/12

Date Signed

6/27/12

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 7
	PIIN/SHN W31P4Q-10-C-0003	MOD/AMD P00029	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00029) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 AS A RESULT OF THIS MODIFICATION SLIN 0004AB MATERIAL IN THE AMOUNT OF [REDACTED] IS HEREBY RE-ALIGNED TO CLIN 0004AA LABOR. THE RE-ALIGNMENT IS REFLECTED AS FOLLOWS:

<u>CLIN</u>	<u>FROM</u>	<u>CHANGE</u>	<u>TO</u>	<u>ESN</u>
0004AB	[REDACTED]			
0004AA	[REDACTED]			

SLIN 0004AA HAS A PERIOD OF PERFORMANCE FROM DATE OF AWARD THROUGH 30 SEPTEMBER 2012. SLIN 0004AB HAS A PERIOD OF PERFORMANCE FROM DATE OF AWARD THROUGH 30 SEPTEMBER 2012.

A-3 THE BREAKOUT OF ASSOCIATED COSTS FOR SLIN 0004AA AND 0004AB ARE REFLECTED IN SECTION B OF THIS MODIFICATION.

A-4 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS UNCHANGED AND REMAINS A TOTAL AMOUNT OF \$5,386,128.

A-5 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0029 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHIN W31P4Q-10-C-0003 MOD/AMD P00029	Page 3 of 7
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																												
0004	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY12 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>FY12</u></td> <td style="width:15%;"><u>Labor</u></td> <td style="width:15%;"><u>Material</u></td> <td style="width:15%;"><u>Total</u></td> <td style="width:40%;"></td> </tr> <tr> <td>PCL COST</td> <td colspan="4" rowspan="5" style="background-color: black;"></td> </tr> <tr> <td>G&A</td> </tr> <tr> <td>TCL COST (W/O COM)</td> </tr> <tr> <td>COST OF MONEY</td> </tr> <tr> <td>FEE</td> </tr> <tr> <td>CPPF</td> <td colspan="4"></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%; text-align: center;"><u>Hours</u></td> <td style="width:15%; text-align: center;"><u>Hours</u></td> <td style="width:40%;"></td> </tr> <tr> <td><u>Description</u></td> <td><u>Hours</u></td> <td><u>Exercised</u></td> <td><u>Remaining</u></td> <td></td> </tr> <tr> <td>PM/CM</td> <td colspan="4" rowspan="4" style="background-color: black;"></td> </tr> <tr> <td>ENGINEERING</td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> </tr> <tr> <td>LOGISTICS</td> </tr> <tr> <td>TOTAL</td> <td colspan="4"></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%; text-align: center;"><u>Material</u></td> <td style="width:15%; text-align: center;"><u>Material</u></td> <td style="width:40%;"></td> </tr> <tr> <td><u>Description</u></td> <td><u>Material</u></td> <td><u>Exercised</u></td> <td><u>Remaining</u></td> <td></td> </tr> <tr> <td>ESTIMATED COST</td> <td colspan="4" rowspan="4" style="background-color: black;"></td> </tr> <tr> <td>COST OF MONEY</td> </tr> <tr> <td>FIXED FEE</td> </tr> <tr> <td>CPPF</td> </tr> </table> <p>COMPOSITE HOURLY RATE IS FOR [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>	<u>FY12</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>		PCL COST					G&A	TCL COST (W/O COM)	COST OF MONEY	FEE	CPPF							<u>Hours</u>	<u>Hours</u>		<u>Description</u>	<u>Hours</u>	<u>Exercised</u>	<u>Remaining</u>		PM/CM					ENGINEERING	PRODUCT ASSUR/TEST	LOGISTICS	TOTAL							<u>Material</u>	<u>Material</u>		<u>Description</u>	<u>Material</u>	<u>Exercised</u>	<u>Remaining</u>		ESTIMATED COST					COST OF MONEY	FIXED FEE	CPPF	[REDACTED]	HR	\$	[REDACTED]
<u>FY12</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>																																																														
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0004AA	<p><u>FY 12 OPTION ESM PM/CM12-01 LABOR</u></p> <p>NOUN: 10188 PM/CM FY12 OPT PRON: 4M2J710300 PRON AMD: 01 ACRN: AD AMS CD: 172419E555L PSC: 6625</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>Estimated Cost</u></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:40%;"></td> </tr> <tr> <td>COM</td> <td colspan="4" rowspan="2" style="background-color: black;"></td> </tr> <tr> <td><u>Fixed Fee</u></td> </tr> <tr> <td><u>Total</u></td> <td colspan="4"></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>ESM</u></td> <td style="width:15%;"><u>Description</u></td> <td style="width:15%;"><u>Hours</u></td> <td style="width:40%;"></td> </tr> </table>	<u>Estimated Cost</u>					COM					<u>Fixed Fee</u>	<u>Total</u>					<u>ESM</u>	<u>Description</u>	<u>Hours</u>		[REDACTED]	HR	\$	[REDACTED]																																								
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<u>ESM</u>	<u>Description</u>	<u>Hours</u>																																																															

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	PM/CM12-01 PM/CM Labor [REDACTED] FROM BY TO DIRECT LABOR [REDACTED] DIR. LABOR & BURDEN [REDACTED] COMPOSITE HOURLY RATE [REDACTED] (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">DLVR SCH</td> <td style="width:30%;">PERF COMPL</td> <td style="width:40%;"></td> </tr> <tr> <td>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>30-SEP-2012</td> </tr> </table> <p style="margin-left: 40px;">\$ [REDACTED]</p>	DLVR SCH	PERF COMPL		REL CD	QUANTITY	DATE	001	[REDACTED]	30-SEP-2012				
DLVR SCH	PERF COMPL													
REL CD	QUANTITY	DATE												
001	[REDACTED]	30-SEP-2012												
0004AR	<u>FY12 OPTION ESM PM/CM12-01 MATERIAL/ODC</u> NOUN: 10188 PM/CM FY12 OPT PRON: 4M2J710300 PRON AMD: 01 ACRN: AD AMS CD: 172419B555L PSC: 6625 Estimated Cost [REDACTED] COM [REDACTED] Fixed Fee [REDACTED] Total [REDACTED] <u>ESM Description</u> PM/CM12-01 PM/CM MATERIAL/ODC FROM BY TO MATERIAL [REDACTED] (End of narrative B001)													

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W31P4Q-10-C-0003 MOD/AMD P00029	Page 5 of 7
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 [REDACTED] 30-SEP-2012				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W31P40-10-C-0003	Page 6 of 7 MOD/AMD P00029
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0004AA	4M2J710300 172419E555L	1	24MJLE	AD	\$ [REDACTED]	\$ [REDACTED]	[REDACTED]
0004AB	4M2J710300 172419E555L	1	24MJLE	AD	\$ [REDACTED]	\$ [REDACTED]	[REDACTED]
NET CHANGE						\$ 0.00	

ACRN	ACCOUNTING CLASSIFICATION	W31G3H	INCREASE/ DECREASE
AD	21 22040000025L5L68P1724192516 S01021	W31G3H	\$ 0.00
NET CHANGE			\$ 0.00

NET CHANGE FOR AWARD:	\$	PRIOR AMOUNT OF AWARD	\$	INCREASE/DECREASE AMOUNT	\$	CUMULATIVE OBLIG AMT
		5,386,128.00		0.00		5,386,128.00

LINE ITEM	ACRN	EDI/SPIS ACCOUNTING CLASSIFICATION
0004AA	AD	21 121320400000 W31G3H 25L5L68172419E555L25164M2J710300 24MJLE4M5 S01021
0004AB	AD	21 121320400000 W31G3H 25L5L68172419E555L25164M2J710300 24MJLE4M5 S01021

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 7
	PIIN/SHN W31P4Q-10-C-0003	MOD/AMD P00029	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0039	ENGINEERING SERVICES MEMORANDUM (ESM) PM/CM12-01 REV A		001	EMAIL

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM 5H-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA	ESM NO. PM/CM12-01 Rev A
DATE 05/24/2012	

PROJECT TITLE JLENS Program Management / Configuration Management ESM for Fiscal Year 2012	CONTRACT NO. W31P4Q-10-C-0003
ESTIMATED COMPLETION DATE OF ESM 09/30/2012	COST ACCOUNT

DESCRIPTION OF PROPOSED WORK

Performance of Program Management and Document / Configuration Management functions for the JLENS Engineering Services Program to include:

- Program Management
- Cost Control
- Develop support plan for ESMs and Sub-ESMs as required
- Document and deliver CDRLs
- Configuration Control

ESMs shall be generated IAW the SOW. Cost and performance reports shall be provided IAW the SOW.

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE

ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"E" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPTF/SUBCONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$

ESM MONITORS Raytheon IDS: [Redacted] CMDS P.O.: [Redacted]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	Issued under MOD 22	10/13/2011	[Redacted]	
REVISION "A"	[Redacted]	5/25/12	[Redacted]	6/11/12
REVISION "B"	[Redacted]		[Redacted]	
REVISION "C"				
REVISION "D"				
REVISION "E"				

EXPLANATION OF REVISION:
 Rev A - Issued to realign material to labor.

JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0003
 MODIFICATION P00029
 ATTACHMENT 0039
 PAGE 1 OF 1

DATE:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 5
2. Amendment/Modification No. P00030	3. Effective Date JUL 26 2012	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0007 12	
6. Issued By ARMY CONTRACTING COMMAND-REDSTONE [REDACTED] REDSTONE ARSENAL AL 35898-5280	Code W31P4Q	7. Administered By (If other than Item 6) DCMA RAYTHEON TEWKSBURY 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876-1198		Code S2205A
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400		SCD A PAS NONE ADP PT HQ0337		
TYPE BUSINESS: Large Business Performing in U.S.		9A. Amendment Of Solicitation No. <input type="checkbox"/>		
Code 05716 Facility Code		9B. Dated (See Item 11) <input type="checkbox"/>		
		10A. Modification Of Contract/Order No. <input checked="" type="checkbox"/> W31P4Q-10-C-0003		
		10B. Dated (See Item 13) 2003MAR17		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement is Entered Into Pursuant To Authority Of: _____
MUTUAL AGREEMENT

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. Name And Title Of Contracting Officer (Type or print)

15C. Date Signed

7/26/12

16C. Date Signed

7/26/12

30-10

430 (REV. 10-83)
FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00030	Page 2 of 5
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00030) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 AS A RESULT OF THIS MODIFICATION, THE PERIOD OF PERFORMANCE FOR ESM LOG11-01 (SLIN 0003AS AND 0003AT) IS EXTENDED FROM 31 AUG 12 TO 30 SEP 12. THE PERIOD OF PERFORMANCE FOR LOG11-01 IS HEREBY CHANGED TO 30 SEP 12.

A-3 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS UNCHANGED AND REMAINS A TOTAL AMOUNT OF \$5,386,128.

A-4 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0030 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PHN/SHN W31P4Q-10-C-0003 MOD/AMD P00030

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0003AS	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY11 OPTION ESM LOG11-01 LABOR</u></p> <p>NOUN: PRE-LRIP WHOLE LIFE PRON: 4M1J740700 PRON AMD: 02 ACRN: AC AMS CD: 172419E5551</p> <p>Estimated Cost COM Fixed Fee</p> <p>Total</p> <table border="0"> <tr> <td><u>ESM</u></td> <td><u>Description</u></td> <td><u>Hours</u></td> </tr> <tr> <td>LOG11-01</td> <td>Logistics Labor</td> <td></td> </tr> </table> <p>COMPOSITE HOURLY RATE IS</p> <p>The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in support of the JLENS Engineering Services Contract.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DLVR SCH</u></td> <td><u>PERF COMPL</u></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>30-SEP-2012</td> </tr> </table> <p>\$</p>	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	LOG11-01	Logistics Labor		<u>DLVR SCH</u>	<u>PERF COMPL</u>	<u>REL CD</u>	<u>DATE</u>	001	30-SEP-2012	[REDACTED]	HR		\$ [REDACTED]
<u>ESM</u>	<u>Description</u>	<u>Hours</u>															
LOG11-01	Logistics Labor																
<u>DLVR SCH</u>	<u>PERF COMPL</u>																
<u>REL CD</u>	<u>DATE</u>																
001	30-SEP-2012																
0003AT	<p><u>FY11 OPTION ESM LOG11-01 MATERIAL/ODC</u></p> <p>NOUN: PRE-LRIP WHOLE LIFE PRON: 4M1J740700 PRON AMD: 02 ACRN: AC AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DLVR SCH</u></td> <td><u>PERF COMPL</u></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>30-SEP-2012</td> </tr> </table>	<u>DLVR SCH</u>	<u>PERF COMPL</u>	<u>REL CD</u>	<u>DATE</u>	001	30-SEP-2012				\$ [REDACTED]						
<u>DLVR SCH</u>	<u>PERF COMPL</u>																
<u>REL CD</u>	<u>DATE</u>																
001	30-SEP-2012																

CONTINUATION SHEET

Reference No. of Document Being Continued
PIN/SIN W31P40-10-C-0003 MOD/AMD P00030

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	\$ [REDACTED]				

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 5 of 5

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00030

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0040	ENGINEERING SERVICES MEMORANDUM (ESM) LOG11-01"B"		002	EMAIL

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. LOG11-01 Rev "B"				
		DATE 7/10/2012				
PROJECT TITLE Provide JLENS Pre-LRIP Whole Life Availability Management	CONTRACT NO. W31P4Q-10-C-0003					
ESTIMATED COMPLETION DATE OF ESM 9/30/2012	COST ACCOUNT					
DESCRIPTION OF PROPOSED WORK JLENS Whole Life Availability Management includes ongoing, pre-LRIP review, identification and mitigation analyses of actual and potential availability risks that will impact production of the system over the contract period of performance as well as initial sustainment as of sell-off. Availability Management will effectively integrate parts availability, COTS EOL (End Of Life) & EOSL (End Of Service Life), interchangeability and substitutability, part replacement locating, supplier interface, technology insertion, reliability performance, and inventory management. JLENS Availability Management consists of four components: 1) Availability Management planning, 2) development and coordination of mitigation strategies, 3) transfer of Availability Management results to JPO for incorporation into their controlled website and 4) delivery of Availability Management planning and assessment reports.						
(continued below)						
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE				
To be specified in Sub-ESMs as required						
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required						
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***						
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPT/RSUBCONTR LBR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$
ESM MONITORS Raytheon IDS: [REDACTED] CMDS P.O.: [REDACTED]						
CONCURRENCE SIGNATURES:						
	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE		
ORIGINAL ISSUE	Issued MOD P00013	6/15/2011				
REVISION "A"	Issued MOD P00019	9/23/2011	[REDACTED]			
REVISION "B"	[REDACTED]	7/10/2012	[REDACTED]	7/16/12		
REVISION "C"						
REVISION "D"						
REVISION "E"						
EXPLANATION OF REVISION: REV "A" - Extend PoP for SUBCLINs 0003AS and 0003AT from 9/30/2011 to 8/31/2012. REV "B" - Extend PoP for SUBCLINs 0003AS and 0003AT from 8/31/2012 to 9/30/2012.						

JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0003
 MODIFICATION P00030
 ATTACHMENT 0040

DATE: **JUL 26 2012**

ENGINEERING SERVICES MEMORANDUM

ESM NO.
LOG11-01 REV "B"

DESCRIPTION OF PROPOSED WORK (CONT)

1. Perform Availability Management Planning

Organization of tasks required to perform Availability Management in preparation for JLENS LRIP. Includes scheduling, prioritization, migration of lessons learned, system level oversight of End of Life/End of Service Life (EOL/EOSL) thresholds for all externally procured and internally fabricated Lowest Replaceable Units(LRUs) throughout the system's POP (March 2011- May 2012). Also includes establishment and oversight of system Availability Risk Level (ARL) and development and implementation of asset availability and obsolescence mitigation strategies. Additionally provide Availability Management lead role, EVMS management, and customer interface.

2. Coordinate Mitigation Strategies

Coordinate mitigation strategies for parts obsolescence and availability issues as they arise during the Pre-LRIP phase of the program. Coordinate Rapid Response Team action items to support Investigation Requests (IR). Address problematic design issues as requested by the Subject Matter Experts (SMEs).

Provide Availability Management program meeting support by preparing for and attending weekly program support meetings, design reviews, IPDS reviews, system reviews, team meetings, and any other regularly scheduled program meetings and events as required. Provide weekly and monthly subcontractor progress reviews and attend customer Monthly meeting (VTC or Teleconference). As required obtain SME support from subcontractors TCOM and Raytheon SAS

3. Periodic Transfer of Data to JPO to Incorporate Into Their Controlled Website

Accommodate web based reporting needs of JLENS program. Task to include the expansion of the current reporting capabilities within the Availability Dashboard. This task requires incorporation of all pertinent LRIP data structures and inputs into current reporting databases. Availability management data can be periodically (i.e. daily, weekly, etc.) transferred to JPO for incorporation into their controlled website.

4. Deliver Planning and Assessment Reports

Prepare monthly availability assessment reports and weekly Availability Management highlights to summarize activities and accomplishments. Inputs include tasks, status, and issues encountered during previous period. Deliver final summary availability assessment report at completion of contract period.

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract ID Code <small>Cost-Plus-Fixed-Fee</small>	Page 1 Of 7
---	--	---	-------------

2. Amendment/Modification No. P00031	3. Effective Date AUG 01 2012	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable) JL 0007 12
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6. Issued By ARMY CONTRACTING COMMAND REDSTONE [REDACTED] REDSTONE ARSENAL AL 35898-5280 [REDACTED]	Code W31P4Q	7. Administered By (If other than Item 6) DCMA RAYTHEON TEWKSBURY 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876-1198	Code S2205A
---	----------------	---	----------------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W31P4Q-10-C-0003
	<input type="checkbox"/>	10B. Dated (See Item 13) 2003MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
ACRN: AE NET INCREASE: \$385,703.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	MUTUAL AGREEMENT
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15C. Date Signed <div style="border: 1px solid black; padding: 5px; display: inline-block;">8/1/12</div>	16A. Name And Title Of Contracting Officer (Type or print) <div style="background-color: black; width: 100%; height: 20px;"></div>
15C. Date Signed <div style="background-color: black; width: 100%; height: 20px;"></div>	16C. Date Signed <div style="border: 1px solid black; padding: 5px; display: inline-block;">8/1/12</div>

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 7

PHIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00031

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00031) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS MODIFICATION, PURSUANT TO SECTION H-7 TO THE CONTRACT ENTITLED "OPTIONS" THE US GOVERNMENT HEREBY EXERCISES
[REDACTED] TOTAL LABOR AND MATERIAL/ODC Dollars from CLIN 0004.

A-3 AS A RESULT OF THIS MODIFICATION SLINs 0004AD AND 0004AE ARE ESTABLISHED IN THE TOTAL AMOUNT OF [REDACTED] AND ARE REFLECTED AS FOLLOWS:

<u>CLIN</u>	<u>ESM</u>	<u>PRON</u>	<u>HOURS</u>	<u>DOLLAR</u>
0004AD	EN12-04	4M2J721700	LABOR	\$ [REDACTED]
0004AE	EN12-04	4M2J721700	MATERIAL/ODC	\$ [REDACTED]
TOTAL				\$ [REDACTED]

FOR THE ACCOMPLISHMENT OF TASKS UNDER THE NEWLY ESTABLISHED SLINs: 0004AD AND 0004AE HAVE A PERIOD OF PERFORMANCE FROM 1 AUGUST 2012 THROUGH 15 FEBRUARY 2013.

A-4 THE BREAKOUT OF ASSOCIATED COSTS FOR SLINs 0004AD AND 0004AE ARE REFLECTED IN SECTION B OF THIS MODIFICATION.

A-5 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS INCREASED BY \$385,703 FROM \$5,386,128.00 TO \$5,771,831.00.

A-6 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0031 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W31P4Q-10-C-0003 MOD/AMD P00031	Page 3 of 7
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																								
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																																												
0004	<p><u>FY12 OPTION PERIOD JLENS ENG SRVS</u></p> <p>SECURITY CLASS: Unclassified</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>FY12</u></td> <td style="width:15%;"><u>Labor</u></td> <td style="width:15%;"><u>Material</u></td> <td style="width:15%;"><u>Total</u></td> <td style="width:40%;"></td> </tr> <tr> <td>PCL COST</td> <td colspan="3" rowspan="5" style="background-color: black;"></td> <td></td> </tr> <tr> <td>G&A</td> </tr> <tr> <td>TCL COST (W/O COM)</td> </tr> <tr> <td>COST OF MONEY</td> </tr> <tr> <td>FEE</td> </tr> <tr> <td>CPPF</td> <td colspan="4"></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%; text-align: center;"><u>Hours</u></td> <td style="width:15%; text-align: center;"><u>Hours</u></td> <td style="width:40%;"></td> </tr> <tr> <td><u>Description</u></td> <td><u>Hours</u></td> <td><u>Exercised</u></td> <td><u>Remaining</u></td> <td></td> </tr> <tr> <td>PM/CM</td> <td colspan="3" rowspan="5" style="background-color: black;"></td> <td></td> </tr> <tr> <td>ENGINEERING</td> </tr> <tr> <td>PRODUCT ASSUR/TEST</td> </tr> <tr> <td>LOGISTICS</td> </tr> <tr> <td>TOTAL</td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%; text-align: center;"><u>Material</u></td> <td style="width:15%; text-align: center;"><u>Material</u></td> <td style="width:40%;"></td> </tr> <tr> <td><u>Description</u></td> <td><u>Material</u></td> <td><u>Exercised</u></td> <td><u>Remaining</u></td> <td></td> </tr> <tr> <td>ESTIMATED COST</td> <td colspan="3" rowspan="4" style="background-color: black;"></td> <td></td> </tr> <tr> <td>COST OF MONEY</td> </tr> <tr> <td>FIXED FEE</td> </tr> <tr> <td>CPPF</td> </tr> </table> <p>COMPOSITE HOURLY RATE IS FOR [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>	<u>FY12</u>	<u>Labor</u>	<u>Material</u>	<u>Total</u>		PCL COST					G&A	TCL COST (W/O COM)	COST OF MONEY	FEE	CPPF							<u>Hours</u>	<u>Hours</u>		<u>Description</u>	<u>Hours</u>	<u>Exercised</u>	<u>Remaining</u>		PM/CM					ENGINEERING	PRODUCT ASSUR/TEST	LOGISTICS	TOTAL			<u>Material</u>	<u>Material</u>		<u>Description</u>	<u>Material</u>	<u>Exercised</u>	<u>Remaining</u>		ESTIMATED COST					COST OF MONEY	FIXED FEE	CPPF				
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0004AD	<p><u>FY12 OPTION ESM E12-04 LABOR</u></p> <p>NOUN: 12516 [REDACTED] PRON: 4M2J721700 PRON AMD: 01 ACRN: AE PSC: 6625</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Estimated Cost</td> <td style="width:15%;">\$</td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:40%;"></td> </tr> <tr> <td>COM</td> <td></td> <td colspan="3" rowspan="2" style="background-color: black;"></td> </tr> <tr> <td>Fixed Fee</td> <td></td> </tr> <tr> <td>Total</td> <td>\$</td> <td colspan="3"></td> </tr> </table> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"><u>ESM</u></td> <td style="width:40%;"><u>Description</u></td> <td style="width:10%;"><u>Hours</u></td> <td style="width:30%;"></td> </tr> <tr> <td>E12-04</td> <td>Engineering</td> <td>[REDACTED]</td> <td></td> </tr> </table>	Estimated Cost	\$				COM					Fixed Fee		Total	\$				<u>ESM</u>	<u>Description</u>	<u>Hours</u>		E12-04	Engineering	[REDACTED]		[REDACTED]	HR	\$	[REDACTED]																															
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E12-04	Engineering	[REDACTED]																																																											

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00031	Page 4 of 7
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	<p>COMPOSITE HOURLY RATE [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>DLVR SCH</u></td> <td style="width:35%;"></td> <td style="width:20%;"><u>PERF COMPL</u></td> <td style="width:30%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>15-FEB-2013</td> <td></td> </tr> </table> <p style="margin-left: 40px;">\$ [REDACTED]</p>	<u>DLVR SCH</u>		<u>PERF COMPL</u>		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	[REDACTED]	15-FEB-2013					
<u>DLVR SCH</u>		<u>PERF COMPL</u>															
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	[REDACTED]	15-FEB-2013															
0004AE	<p><u>FY12 OPTION ESM E12-04 MATERIAL/ODC</u></p> <p>NOUN: 12516 [REDACTED] PRON: 4M2J721700 PRON AMD: 01 ACRN: AE PSC: 6625</p> <p>Estimated Cost \$ [REDACTED] COM [REDACTED] <u>Fixed Fee</u> [REDACTED]</p> <p>Total \$ [REDACTED]</p> <p><u>ESM Description</u> EN12-04 ENGINEERING MATERIAL/ODC</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>DLVR SCH</u></td> <td style="width:35%;"></td> <td style="width:20%;"><u>PERF COMPL</u></td> <td style="width:30%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>15-FEB-2013</td> <td></td> </tr> </table>	<u>DLVR SCH</u>		<u>PERF COMPL</u>		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	[REDACTED]	15-FEB-2013				\$ [REDACTED]	
<u>DLVR SCH</u>		<u>PERF COMPL</u>															
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	[REDACTED]	15-FEB-2013															

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 7

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00031

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	\$ [REDACTED]				

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 7
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00031	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0004AD	4M2J721700	1	A.0000013.1.2	AE	\$	\$	
0004AE	4M2J721700	1	A.0000013.1.2	AE	\$	\$	
					NET CHANGE	\$	385,703.00

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AE	021 201220132040 A5XFJ 172419E55FPDG 251C L031695772 A.0000013.1.2	021001 \$ 385,703.00
		NET CHANGE \$ 385,703.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 5,386,128.00	\$ 385,703.00	\$ 5,771,831.00

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	
0004AD	AE	021 201220132040 A5XFJ 172419E55FPDG	251C L031695772 A.0000013.1.2 021001
0004AE	AE	021 201220132040 A5XFJ 172419E55FPDG	251C L031695772 A.0000013.1.2 021001

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 7 of 7

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00031

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0041	ENGINEERING SERVICES MEMORANDUM (ESM) EN12-04		002	EMAIL

HAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM 61-42 (Rev. 6)

U.S. ARMY AVIATION AND MISSILE COMMAND
REDSTONE ARSENAL, ALABAMA

ESM NO.
EN12-04
DATE
7/11/12

PROJECT TITLE
[REDACTED]

CONTRACT NO.
W31P4Q-10-C-0003

ESTIMATED COMPLETION DATE OF ESM
8/1/12 - 2/15/13

COST ACCOUNT
[REDACTED]

DESCRIPTION OF PROPOSED WORK
[REDACTED]

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
To be specified in Sub-ESMs as required			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE:
To be specified in Sub-ESMs as required

ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	[REDACTED]					
DIRECT LABOR & BURDEN	\$ [REDACTED]	\$	\$	\$	\$	\$
MATERIAL	\$ [REDACTED]	\$	\$	\$	\$	\$
COMP & SUBCONTR LOR	\$ [REDACTED]	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$ [REDACTED]	\$	\$	\$	\$	\$
OTHER	\$ [REDACTED]	\$	\$	\$	\$	\$
TOTAL	\$ [REDACTED]	\$	\$	\$	\$	\$

ESM MONITORS
Haytheon MS: [REDACTED] CMDS P.O.: [REDACTED]

CONCURRENCE SIGNATURES:

	HAYTHEON MS	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	[REDACTED]	7/13/2012	[REDACTED]	7/26/12
REVISION "A"				
REVISION "B"				
REVISION "C"				
REVISION "D"				
REVISION "E"				

EXPLANATION OF REVISION:
[REDACTED]

ENGINEERING SERVICES MEMORANDUM

ESM NO. **EN12-04**

DESCRIPTION OF PROPOSED WORK (CON'T)



Efforts include IDS Systems Engineering efforts, material, and travel to Huntsville.

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code
Cost-Plus-Fixed-Fee Page 1 Of 6

2. Amendment/Modification No. 3. Effective Date
 P00032 AUG 09 2012

4. Requisition/Purchase Req No. 5. Project No. (If applicable)
 SEE SCHEDULE JL 0007 12

6. Issued By Code 7. Administered By (If other than Item 6) Code
 ARMY CONTRACTING COMMAND-REDSTONE DCMA RAYTHEON TEWKSBURY S2205A
 [REDACTED] 50 APPLE HILL DRIVE
 REDSTONE ARSENAL AL 35898-5280 M/S T2FR2
TEWKSBURY MA 01876-1199

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) SCD A PAS NONE ADP PT HQ0337

RAYTHEON COMPANY 9A. Amendment Of Solicitation No.
 350 LOWELL ST 9B. Dated (See Item 11)
 ANDOVER, MA 01810-4400

TYPE BUSINESS: Large Business Performing in U.S. 10A. Modification Of Contract/Order No.
W31P4Q-10-C-0003

Code 05716 10B. Dated (See Item 13)
 Facility Code 2003MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AD NET INCREASE: \$34,532.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
 It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In
 The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

[REDACTED]

15C. Date Signed 16C. Date Signed
 [Signature] 8/9/12

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 6

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00032

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00032) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS MODIFICATION, PURSUANT TO SECTION H-7 TO THE CONTRACT ENTITLED "OPTIONS" THE US GOVERNMENT HEREBY EXERCISES
[REDACTED] TOTAL LABOR FROM CLIN 0004.

A-3 AS A RESULT OF THIS MODIFICATION SLINs 0004AF IS ESTABLISHED IN THE TOTAL AMOUNT OF [REDACTED] AND ARE REFLECTED AS FOLLOWS:

<u>CLIN</u>	<u>ESM</u>	<u>PRON</u>	<u>HOURS</u>	<u>DOLLAR</u>
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0004AF	PM/CM 12-02	4M2J710300	[REDACTED]	[REDACTED]
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TOTAL [REDACTED]

FOR THE ACCOMPLISHMENT OF TASKS UNDER THE NEWLY ESTABLISHED SLIN: 0004AF HAS A PERIOD OF PERFORMANCE FROM 07 JULY 2012 THROUGH 30 SEPTEMBER 2012.

A-4 THE BREAKOUT OF ASSOCIATED COSTS FOR SLIN 0004AF IS REFLECTED IN SECTION B OF THIS MODIFICATION.

A-5 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS INCREASED BY \$34,532 FROM \$5,771,831 TO \$5,806,363.

A-6 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0032 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00032	Page 3 of 6
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																																																								
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CONTINUATION SHEET

Reference No. of Document Being Continued
PHH/SHH W31P4Q-10-C-0003 MOD/AMD P00032

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>PM/CM 12-02 PM/CM [REDACTED]</p> <p>COMPOSITE HOURLY RATE [REDACTED]</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>[REDACTED]</td> <td>30-SEP-2012</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	[REDACTED]	30-SEP-2012				
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00032	Page 5 of 6
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	AMS CD/ ITEM	PRON/ MIPR	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0004AF	4M2J710300		1	24MJLE	AD \$	[REDACTED]	[REDACTED]	[REDACTED]
	172419E555L							
						NET CHANGE \$	34,532.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AD 21	22040000025L5L68P1724192516 S01021 W31G3H	\$ 34,532.00
		NET CHANGE \$ 34,532.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	5,771,831.00	\$ 34,532.00	\$ 5,806,363.00

LINE	ACRN	EDI/SPIS ACCOUNTING CLASSIFICATION
0004AF	AD 21	121320400000 W31G3H 25L5L68172419E555L25164M2J710300 24MJLE4M5 S01021

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 6 of 6**

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00032

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0042	ENGINEERING SERVICES MEMORANDUM (ESM) PM/CM12-02		002	EMAIL

ENGINEERING SERVICES MEMORANDUM

**U.S. ARMY AVIATION AND MISSILE COMMAND
 REDSTONE ARSENAL, ALABAMA**

ESM NO.
PM/CM12-02
 DATE
07/25/2012

PROJECT TITLE: **PM/CM Additional Funding** CONTRACT NO.: **W31P4Q-10-C-0003**
 ESTIMATED COMPLETION DATE OF ESM: **09/30/2012** COST ACCOUNT:

DESCRIPTION OF PROPOSED WORK



GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
To be specified in Sub-ESMs as required			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE
 To be specified in Sub-ESMs as required

ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN \$		\$	\$	\$	\$	\$
MATERIAL \$		\$	\$	\$	\$	\$
COMPUTER/SUBCONTR LBR \$		\$	\$	\$	\$	\$
TRAVEL & PER DIEM \$		\$	\$	\$	\$	\$
OTHER \$		\$	\$	\$	\$	\$
TOTAL \$		\$	\$	\$	\$	\$

ESM MONITORS
 Raytheon IDS: [Redacted] CMOS P.O.: [Redacted]

CONCURRENCE SIGNATURES:

	RAYTHEON IDS	DATE	DATE
ORIGINAL ISSUE	[Redacted]	7/5/12	[Redacted]
REVISION "A"	[Redacted]		7/27/12
REVISION "B"	[Redacted]		
REVISION "C"	[Redacted]		
REVISION "D"	[Redacted]		
REVISION "E"	[Redacted]		

ENGINEERING SERVICES MEMORANDUM

ESM NO.
PM/CM12-02

DESCRIPTION OF PROPOSED WORK (CONT)

MILESTONE PLAN (MEASURABLE TASKS ONLY)					
MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Cost-Plus-Fixed-Fee Page 1 Of 7

2. Amendment/Modification No. P00033 3. Effective Date AUG 10 2012 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable) JL 0007 12

6. Issued By [Redacted] Code W31P4Q 7. Administered By (If other than Item 6) Code S2205A
 ARMY [Redacted]
 REDSTONE ARSENAL AL 35898-5280
 DCMA RAYTHEON TEWKSBURY
 50 APPLE HILL DRIVE
 M/S T2FR2
 TEWKSBURY MA 01876-1198
 SCD A PAS NONE ADP PT HQ0337

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 RAYTHEON COMPANY
 350 LOWELL ST
 ANDOVER, MA 01810-4400
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 05716 Facility Code
 9A. Amendment Of Solicitation No. []
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No. [X]
 W31P4Q-10-C-0003
 10B. Dated (See Item 13)
 2003MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AD NET INCREASE: [Redacted]

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
 It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G
 A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT
 D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15B. [Redacted] 15C. Date Signed 8/10/12 16C. Date Signed 8/10/12
 [Redacted] (Type of person authorized to sign)
 MSN 7540-02-152-8070 30
 PREVIOUS EDITIONS UNUSABLE
 30 (REV. 10-83)
 FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00033	Page 2 of 7
Name of Offeror or Contractor: RAYTHEON COMPANY		

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00033) IS TO INCORPORATE THE FOLLOWING INFO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS MODIFICATION, PURSUANT TO SECTION H-7 TO THE CONTRACT ENTITLED "OPTIONS" THE US GOVERNMENT HEREBY EXERCISES
 [REDACTED] TOTAL LABOR FROM CLIN 0004.

A-3 AS A RESULT OF THIS MODIFICATION SLINs 0004AG AND 0004AH IS ESTABLISHED IN THE TOTAL AMOUNT OF [REDACTED] ARE REFLECTED AS FOLLOWS:

<u>CLIN</u>	<u>ESM</u>	<u>PRON</u>	<u>HOURS</u>	<u>DOLLAR</u>
0004AG	EN 12-03	4M2J715400	[REDACTED]	[REDACTED]
0004AH	EN 12-03	4M2J715400	[REDACTED]	[REDACTED]
TOTAL			[REDACTED]	[REDACTED]

FOR THE ACCOMPLISHMENT OF TASKS UNDER THE NEWLY ESTABLISHED SLIN: 0004AF HAS A PERIOD OF PERFORMANCE FROM 11 JULY 2012 THROUGH 30 SEPTEMBER 2012.

A-4 THE BREAKOUT OF ASSOCIATED COSTS FOR SLINs 0004AG AND 0004AH ARE REFLECTED IN SECTION B OF THIS MODIFICATION.

A-5 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS INCREASED BY \$82,761 FROM \$5,806,363 TO \$5,889,124.

A-6 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0033 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIN W31P4Q-10-C-0003 MOD/AMD P00033

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																			
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<u>Fixed Fee</u>	[REDACTED]																																																																							
Total	[REDACTED]																																																																							
<u>ESM</u>	<u>Description</u>	<u>Hours</u>																																																																						

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00033	Page 4 of 7
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	EN12-03 Engineering [REDACTED]				
	COMPOSITE HOURLY RATE [REDACTED]				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DLVR SCH PERP COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 [REDACTED] 30-SEP-2012 \$ 60,431.00				
0004AH	<u>FY12 OPTION BSM EN12-02 MATERIAL/ODC</u> NOUN: 11466 [REDACTED] PRON: 4M2J715400 PRON AMD: 02 ACRN: AD AMS CD: 172419E555L PSC: 6625 Estimated Cost [REDACTED] COM [REDACTED] Fixed Fee [REDACTED] Total [REDACTED]				\$ [REDACTED]
	<u>BSM</u> <u>Description</u> <u>Hours</u> EN12-03 MATERIAL/ODC				
	COMPOSITE HOURLY RATE [REDACTED]				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SHN W31P4Q-10-C-0003 MOD/AMD P00033	Page 6 of 7
Name of Offeror or Contractor: RAYTHEON COMPANY		

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0004AG	4M2J715400 172419E555L	1	24MJLE	AD \$	[REDACTED]	[REDACTED] \$	[REDACTED]
0004AH	4M2J715400 172419E555L	1	24MJLE	AD \$	[REDACTED] \$	[REDACTED] \$	[REDACTED]
NET CHANGE						\$ 82,761.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AD	21 22040000025L5L68P1724192516 S01021 W31G3H	\$ 82,761.00
NET CHANGE		\$ 82,761.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	5,806,363.00	\$ 82,761.00	\$ 5,889,124.00

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION
0004AG	AD 21	121320400000 W31G3H 25L5L68172419E555L25164M2J715400 24MJLE4M5 S01021
0004AH	AD 21	121320400000 W31G3H 25L5L68172419E555L25164M2J715400 24MJLE4M5 S01021

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 7 of 7

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00033

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0043	ENGINEERING SERVICES MEMORANDUM (ESM) EN12-03		002	EMAIL

Enclosure: (1) ESM EN12-03
 RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM SH-91-00-06

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA	FSD# 1: EN12-03 DATE: 07/11/2012
---	---

PROJECT TITLE: [REDACTED]	CONTRACT NO.: W31P4Q-10-C-0003 COST ACCOUNT: [REDACTED]
ESTIMATED COMPLETION DATE OF ESM: 09/30/2012	

DESCRIPTION OF PROPOSED WORK:

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
To be specified in Sub-ESMs as required			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE
 To be specified in Sub-ESMs as required

ESTIMATED COST

*** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	[REDACTED]					
DIRECT LABOR & BURDEN \$	[REDACTED]	\$	\$	\$	\$	\$
MATERIAL \$	[REDACTED]	\$	\$	\$	\$	\$
CONTRACT/SUBCONTRACT LAB \$	[REDACTED]	\$	\$	\$	\$	\$
TRAVEL & PER DIEM \$	[REDACTED]	\$	\$	\$	\$	\$
OTHER \$	[REDACTED]	\$	\$	\$	\$	\$
TOTAL \$	[REDACTED]	\$	\$	\$	\$	\$

ESM MONITORS

Raytheon IDG: [REDACTED] CDRS P.O.: [REDACTED]

CONCURRENCE SIGNATURES:

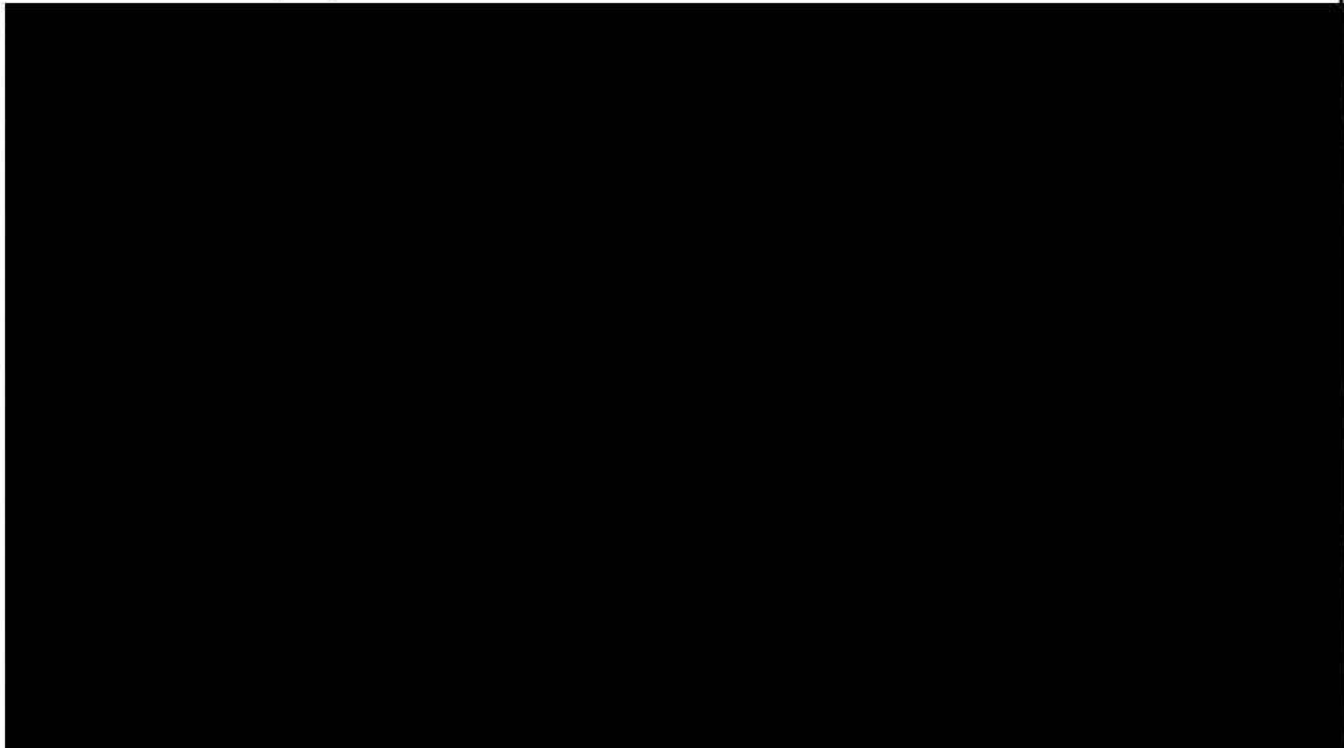
	RAYTHEON IDG	DATE	CDRS PROJECT OFFICE	DATE
ORIGINAL ISSUE	[REDACTED]	7/4/2012	[REDACTED]	7/26/12
REVISION "A"				
REVISION "B"				
REVISION "C"				
REVISION "D"				
REVISION "E"				

Sheet 1

ENGINEERING SERVICES MEMORANDUM

ESM NO. **EN12-03**

DESCRIPTION OF PROPOSED WORK (CON'T)



MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

Enclosure: (1) ESM EN12-03

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM SH-31-00-01

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		FEED NO. EN12-03 DATE 07/11/2012				
PROJECT NO. [REDACTED]		CONTRACT NO. W31P4Q-10-C-0003 COST ACCOUNT [REDACTED]				
DATE 09/30/2012						
DESCRIPTION OF PROPOSED WORK [REDACTED]						
GOVERNMENT FURNISHED EQUIPMENT To be specified in Sub-ESMs as required	DATE REQUIRED	RETURN DATE				
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required						
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***						
	ORIGINAL	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS	[REDACTED]					
DIRECT LABOR & BURDEN	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
MATERIAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
CONTRACTOR CONTR LBR	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TRAVEL & PER DIEM	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
OTHER	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TOTAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
ESM MONITORS Raytheon IDS: [REDACTED] ONOS P.O.I: [REDACTED]						
CONCURRENCE SIGNATURES:			DATE			DATE
ORIGINAL ESM	[REDACTED]		7/11/2012	[REDACTED]		7/26/12
REVISION "A"	[REDACTED]			[REDACTED]		
REVISION "B"	[REDACTED]			[REDACTED]		
REVISION "C"	[REDACTED]			[REDACTED]		
REVISION "D"	[REDACTED]			[REDACTED]		
REVISION "E"	[REDACTED]			[REDACTED]		

Sheet 1

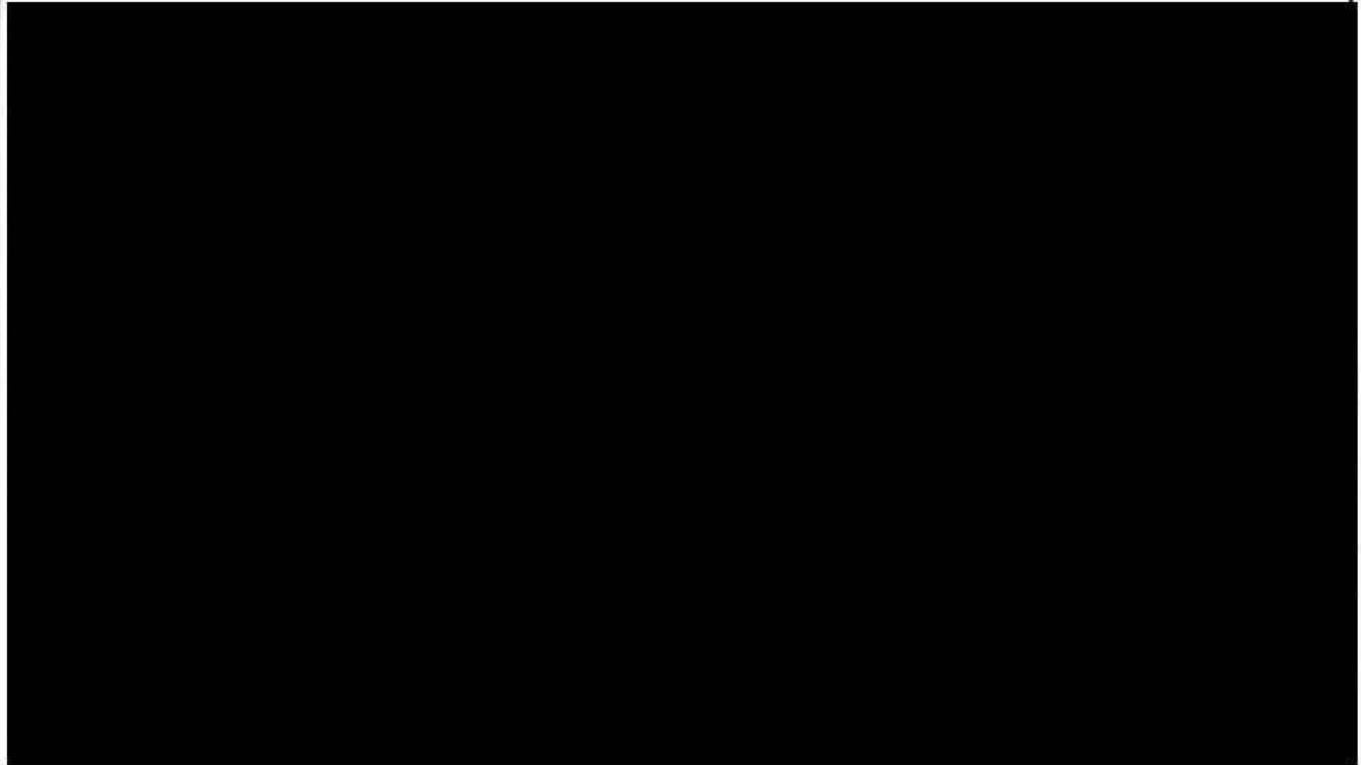
JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0003
 MODIFICATION P00033
 ATTACHMENT 0043
 PAGE 1 OF 2
 DATE: **AUG 10 2012**

ENGINEERING SERVICES MEMORANDUM

ESM NO.

EN12-03

DESCRIPTION OF PROPOSED WORK (CON'T)



MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

Sheet 2

JLENS ENGINEERING SERVICES
 CONTRACT W31P4Q-10-C-0003
 MODIFICATION P00033
 ATTACHMENT 0043
 PAGE 2 OF 2
 DATE: **AUG 10 2012**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code
Cost-Plus-Fixed-Fee Page 1 Of 8

2. Amendment/Modification No. P00034 3. Effective Date: SEP 13 2012 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable) JL 0007 12

6. Issued By ARMY CONTRACTING COMMAND-REDSTONE
REDSTONE ARSENAL AL 35898-5280 Code W31P4Q 7. Administered By (If other than Item 6) DCMA RAYTHEON TENKSBURY
50 APPLE HILL DRIVE
M/S T2FR2
TENKSBURY MA 01876-1198 Code S2205A

SCD A PAS NOTE ADP PT HQ0337

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
RAYTHEON COMPANY
350 LOWELL ST
ANDOVER, MA 01810-4400

9A. Amendment Of Solicitation No. _____
 9B. Dated (See Item 11) _____
 10A. Modification Of Contract/Order No. W31P4Q-10-C-0003
 10B. Dated (See Item 13) 2003MAR17

TYPE BUSINESS: Large Business Performing in U.S.
 Code 05716 Facility Code _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AF NET INCREASE: \$2,457,873.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE 6 It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
 The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement is Entered Into Pursuant To Authority Of: _____

D. Other (Specify type of modification and authority) SUPPLEMENTAL AGREEMENT

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15C. Date Signed 9/13/12 Date Signed 9/13/12

NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE

V. 10 (3) CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 8

PIIN/SHIN W31P4Q-10-C-0003

MOD/AMD P00034

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00034) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 THE FOLLOWING PERIOD OF PERFORMANCE CHANGES ARE MADE ON ENGINEERING SERVICE MEMORADUMS (ESMS)/SUB-ENGINEERING SERVICE MEMORANDUMS (SUB ESMS).

ESM	SLIN	FROM	TO
LOG 11-02 REV C	0003AR	30 SEPT 2012	31 OCT 2012
LOG 11-02 REV C	0003AQ	30 SEPT 2012	31 OCT 2012
EN 12-03 REV A	0004AG	30 SEPT 2012	31 OCT 2012
EN 12-03 REV A	0004AH	30 SEPT 2012	31 OCT 2012

A-3 THE FOLLOWING ENGINEERING SERVICE MEMORANDUMS ARE INCLUDED AS ATTACHMENTS IN SECTION J OF THE CONTRACT.

ESM	ATTACHMENT
LOG 11-02 REV C	0040
EN 12-03 REV A	0043
EN 12-06	0044

A-4 BY EXECUTION OF THIS MODIFICATION, PURSUANT TO SECTION H-7 TO THE CONTRACT ENTITLED "OPTIONS" THE US GOVERNMENT HEREBY EXERCISES [REDACTED] TOTAL LABOR FROM CLIN 0004.

A-5 AS A RESULT OF THIS MODIFICATION SLINS 0004AL AND 0004AM IS ESTABLISHED IN THE TOTAL AMOUNT OF [REDACTED] AND ARE REFLECTED AS FOLLOWS:

CLIN	ESM	PRON	HOURS	DOLLAR
0004AL	EN 12-06	4M2J721900	[REDACTED]	[REDACTED]
0004AM	EN 12-06	4M2J721900	[REDACTED]	[REDACTED]
TOTAL				

FOR THE ACCOMPLISHMENT OF TASKS UNDER THE NEWLY ESTABLISHED SLINS: 0004AL AND 0004AM HAVE A PERIOD OF PERFORMANCE FROM 3 SEPTEMBER 2012 THROUGH 27 SEPTEMBER 2013.

A-6 THE BREAKOUT OF ASSOCIATED COSTS FOR SLINS 0004AL AND 0004AM ARE REFLECTED IN SECTION B OF THIS MODIFICATION.

A-7 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS INCREASED BY \$2,457,873 FROM \$5,889,124 TO \$8,346,997.

A-8 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

*** END OF NARRATIVE A0034 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHN W31P4Q-10-C-0003 MOD/AMD P00034

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0003AQ	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY11 OPTION ESM LOG11-02 LABOR</u></p> <p>NOUN: PERFORM INTERIM SPT PRON: 4M1J740900 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 [REDACTED] 31-OCT-2012</p> <p>\$ [REDACTED]</p>	[REDACTED]	HR		\$ [REDACTED]																					
0003AR	<p><u>FY11 OPTION ESM LOG11-02 MATERIAL/ODC</u></p> <p>NOUN: PERFORM INTERIM SPT PRON: 4M1J740900 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 [REDACTED] 31-OCT-2012</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]																					
0004	<p><u>FY12 OPTION PERIOD JLENS ENG SRVS</u></p> <table border="1" data-bbox="267 1648 836 1848"> <thead> <tr> <th data-bbox="267 1648 454 1669">FY12</th> <th data-bbox="454 1648 600 1669">Labor</th> <th data-bbox="600 1648 836 1669">Material Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="267 1669 454 1690">PCL COST</td> <td data-bbox="454 1669 600 1690">[REDACTED]</td> <td data-bbox="600 1669 836 1690">[REDACTED]</td> </tr> <tr> <td data-bbox="267 1690 454 1711">G&A</td> <td data-bbox="454 1690 600 1711">[REDACTED]</td> <td data-bbox="600 1690 836 1711">[REDACTED]</td> </tr> <tr> <td data-bbox="267 1711 454 1732">TCL COST (W/O COM</td> <td data-bbox="454 1711 600 1732">[REDACTED]</td> <td data-bbox="600 1711 836 1732">[REDACTED]</td> </tr> <tr> <td data-bbox="267 1732 454 1753">COST OF MONEY</td> <td data-bbox="454 1732 600 1753">[REDACTED]</td> <td data-bbox="600 1732 836 1753">[REDACTED]</td> </tr> <tr> <td data-bbox="267 1753 454 1774">FEE</td> <td data-bbox="454 1753 600 1774">[REDACTED]</td> <td data-bbox="600 1753 836 1774">[REDACTED]</td> </tr> <tr> <td data-bbox="267 1774 454 1795">CPPF</td> <td data-bbox="454 1774 600 1795">[REDACTED]</td> <td data-bbox="600 1774 836 1795">[REDACTED]</td> </tr> </tbody> </table> <p>Hours Hours</p>	FY12	Labor	Material Total	PCL COST	[REDACTED]	[REDACTED]	G&A	[REDACTED]	[REDACTED]	TCL COST (W/O COM	[REDACTED]	[REDACTED]	COST OF MONEY	[REDACTED]	[REDACTED]	FEE	[REDACTED]	[REDACTED]	CPPF	[REDACTED]	[REDACTED]				
FY12	Labor	Material Total																								
PCL COST	[REDACTED]	[REDACTED]																								
G&A	[REDACTED]	[REDACTED]																								
TCL COST (W/O COM	[REDACTED]	[REDACTED]																								
COST OF MONEY	[REDACTED]	[REDACTED]																								
FEE	[REDACTED]	[REDACTED]																								
CPPF	[REDACTED]	[REDACTED]																								

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHIN W31P4Q-10-C-0003 MOD/AMD P00034

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Description</u> <u>Hours</u> <u>Exercised</u> <u>Remaining</u> PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL</p> <p style="text-align: center;">Material Material <u>Description</u> <u>Material</u> <u>Exercised</u> <u>Remaining</u> ESTIMATED COST COST OF MONEY FIXED FEE CPPF</p> <p>COMPOSITE HOURLY RATE IS FOR</p> <p style="text-align: center;">(End of narrative B003)</p>				
0004AG	<p><u>FY12 OPTION ESM EN12-03 LABOR</u></p> <p>NOUN: 11466 PRON: 4M2J715400 PRON AMD: 02 ACRN: AD AMS CD: 172419E555L</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 31-OCT-2012</p> <p style="text-align: center;">\$</p>		HR		\$
0004AH	<p><u>FY12 OPTION ESM EN12-03 MATERIAL/ODC</u></p> <p>NOUN: 11466 PRON: 4M2J715400 PRON AMD: 02 ACRN: AD AMS CD: 172419E555L</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 31-OCT-2012</p>				\$

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00034	Page 5 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0004AL	<p style="text-align: right;">\$ [REDACTED]</p> <p><u>FY12 OPTION ESM EN12-06</u></p> <p>NOUN: #12378 SITE SELECTIO PRON: 4M2J721900 PRON AMD: 01 ACRN: AF</p> <p>Estimated Cost [REDACTED] COM [REDACTED] Fixed Fee [REDACTED]</p> <p>Total [REDACTED]</p> <table border="0"> <tr> <td><u>ESM</u></td> <td><u>Description</u></td> <td><u>Hours</u></td> </tr> <tr> <td>EN12-06</td> <td>Labor</td> <td>[REDACTED]</td> </tr> </table> <p>COMPOSITE HOURLY RATE [REDACTED]</p> <p>Estimated Cost [REDACTED] COM [REDACTED] Fixed Fee [REDACTED]</p> <p>Total [REDACTED]</p> <table border="0"> <tr> <td><u>ESM</u></td> <td><u>Description</u></td> <td><u>FY13 Hours</u></td> </tr> <tr> <td>EN12-06</td> <td>Labor</td> <td>[REDACTED]</td> </tr> </table> <p>COMPOSITE HOURLY RATE [REDACTED]</p> <p>Estimated Cost [REDACTED] COM [REDACTED] Fixed Fee [REDACTED]</p> <p>Total [REDACTED]</p> <table border="0"> <tr> <td><u>ESM</u></td> <td><u>Description</u></td> <td><u>Hours</u></td> </tr> <tr> <td>EN12-06</td> <td>Labor</td> <td>[REDACTED]</td> </tr> </table> <p>COMPOSITE HOURLY RATE [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	EN12-06	Labor	[REDACTED]	<u>ESM</u>	<u>Description</u>	<u>FY13 Hours</u>	EN12-06	Labor	[REDACTED]	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	EN12-06	Labor	[REDACTED]				\$ [REDACTED]
<u>ESM</u>	<u>Description</u>	<u>Hours</u>																					
EN12-06	Labor	[REDACTED]																					
<u>ESM</u>	<u>Description</u>	<u>FY13 Hours</u>																					
EN12-06	Labor	[REDACTED]																					
<u>ESM</u>	<u>Description</u>	<u>Hours</u>																					
EN12-06	Labor	[REDACTED]																					

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHIN W31P4Q-10-C-0003 MOD/AMD P00034	Page 6 of 8
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERP COMPL <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%; border-bottom: 1px solid black;">REL CD</td> <td style="width:30%; border-bottom: 1px solid black;">QUANTITY</td> <td style="width:40%; border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td>001</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td>27-SEP-2013</td> </tr> </table> <p style="margin-left: 40px;">\$ [REDACTED]</p>	REL CD	QUANTITY	DATE	001	[REDACTED]	27-SEP-2013				
REL CD	QUANTITY	DATE									
001	[REDACTED]	27-SEP-2013									
0004AM	<u>FY12 OPTION ESM EN12-06</u> NOUN: #12378 SITE SELECTIO PRON: 4M2J721900 PRON AMD: 01 ACRN: AP Estimated Cost COM Fixed Fee Total <div style="background-color: black; width: 100px; height: 50px; margin-left: 40px;"></div>				\$ [REDACTED]						
	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"><u>ESM</u></td> <td style="width:50%;"><u>Description</u></td> <td style="width:40%;"><u>Hours</u></td> </tr> <tr> <td>EN12-06</td> <td>MATERIAL</td> <td></td> </tr> </table> <p>COMPOSITE HOURLY RATE [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>	<u>ESM</u>	<u>Description</u>	<u>Hours</u>	EN12-06	MATERIAL					
<u>ESM</u>	<u>Description</u>	<u>Hours</u>									
EN12-06	MATERIAL										
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERP COMPL <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%; border-bottom: 1px solid black;">REL CD</td> <td style="width:30%; border-bottom: 1px solid black;">QUANTITY</td> <td style="width:40%; border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td>001</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td>27-SEP-2013</td> </tr> </table> <p style="margin-left: 40px;">\$ [REDACTED]</p>	REL CD	QUANTITY	DATE	001	[REDACTED]	27-SEP-2013				
REL CD	QUANTITY	DATE									
001	[REDACTED]	27-SEP-2013									

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 8
	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00034	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0004AL	4M2J721900	2	A.0000013.1.2	AF \$	[REDACTED]	[REDACTED]	[REDACTED]
0004AM	4M2J721900	2	A.0000013.1.2	AF \$	[REDACTED]	[REDACTED]	[REDACTED]
					NET CHANGE \$	2,457,873.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AF	021 201220132040 A5XFJ 172419E55PPDG 251C L032010465 A.0000013.1.2	021001 \$ 2,457,873.00
		NET CHANGE \$ 2,457,873.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 5,889,124.00	\$ 2,457,873.00	\$ 8,346,997.00

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	CUMULATIVE OBLIG AMT
0004AL	AF	021 201220132040 A5XFJ 172419E55PPDG 251C L032010465 A.0000013.1.2	021001
0004AM	AF	021 201220132040 A5XFJ 172419E55PPDG 251C L032010465 A.0000013.1.2	021001

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 8 of 8

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00034

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0040	ENGINEERING SERVICES MEMORANDUM (ESM) LOG11-01"B"	04-SEP-2012	001	EMAIL
Attachment 0043	ENGINEERING SERVICES MEMORANDUM (ESM) EN12-03"A"	04-SEP-2012	001	EMAIL
Attachment 0044	ENGINEERING SERVICES MEMORANDUM EN12-06	21-AUG-2012	003	EMAIL

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM 5H-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. LOG11-02 REV "C"				
		DATE 09/4/2012				
PROJECT TITLE Perform Interim Support Business Case Analysis (BCA)		CONTRACT NO. W31P4Q-10-C-0003				
ESTIMATED COMPLETION DATE OF ESM 10/31/2012		COST ACCOUNT				
DESCRIPTION OF PROPOSED WORK The purpose of JLENS Interim Support is to provide total or partial logistics support until a formal, long term government maintenance capability is developed. As required by the Government, JLENS Interim Support may include all services, supplies, and management necessary to field, operate, maintain and support the JLENS SDD Orbits 1 and 2 after their acceptance by the Government. Interim support tasks may include site development, system deployment, installation, field and depot level support, Field Support Representatives (FSRs), stock, storage and issuance of spares and repair parts, the providing of an Inventory Control Point, system upgrades (ECPs) for growth/technology insertion, software maintenance/updates, training, training support and updates to existing training material, updates to technical documentation, and necessary project management, systems engineering and configuration management activities. To cost effectively develop and execute interim support consistent with the mission and operations requirements and sustainment metrics defined by the Government, modeling and simulation, analyses, and trade studies will be performed as part of a (continued below)						
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN			
To be specified in Sub-ESMs as required						
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required						
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***						
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN	\$	\$	\$	\$	\$	\$
MATERIAL	\$	\$	\$	\$	\$	\$
COMPT/RSUBCONTR LABR	\$	\$	\$	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$
ESM MONITORS Raytheon IDS: [REDACTED] CMDS P.O.: [REDACTED]						
CONCURRENCE SIGNATURES:						
	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE		
ORIGINAL ISSUE	Issued MOD P00012	6/1/2011				
REVISION "A"	Issued MOD P00019	9/23/2011				
REVISION "B"	Issued MOD P00026	2/29/2012				
REVISION "C"	[REDACTED]	9/4/2012	[REDACTED]	9/5/12		
REVISION "D"	[REDACTED]					
REVISION "E"						
EXPLANATION OF REVISION: Rev "A" - Extend PoP for SUBCLIN 0003AQ from 9/30/2011 to 9/30/2012 and SUBCLIN 0003AR from 6/01/2011 to 9/30/2012. Rev "B" - Moves [REDACTED] under SLIN 0003AR- material dollars to SLIN 0003AQ - Labor dollars. Rev "C" - Extends the PoP from 9/30/2012 to 10/31/2012						

Sheet 1

RAYTHEON COMPANY

ENGINEERING SERVICES MEMORANDUM

FORM 5H-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA		ESM NO. EN12-03 Rev A	
		DATE 09/04/2012	
PROJECT TITLE [REDACTED]		CONTRACT NO. W31P4Q-10-C-0003	
ESTIMATED COMPLETION DATE OF ESM 10/31/2012		COST ACCOUNT	
DESCRIPTION OF PROPOSED WORK [REDACTED] can have impacts on system performance. This ESM will analyze the impacts and provide solutions to the various types of interference. In a previous study, various types of types of interference were considered, and possible mitigation approaches were analyzed. A JLENS Orbit consists of two radar systems which [REDACTED] [REDACTED] A final report will be delivered that documents the predicted effectiveness of the proposed solutions.			
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
To be specified in Sub-ESMs as required			
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required			
ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***			
	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE
DIRECT LABOR HOURS			
DIRECT LABOR & BURDEN	\$	\$	\$
MATERIAL	\$	\$	\$
COMPTN/SUBCONTR LBR	\$	\$	\$
TRAVEL & PER DIEM	\$	\$	\$
OTHER	\$	\$	\$
TOTAL	\$	\$	\$
ESM MONITORS Raytheon IDS: [REDACTED] CMOS P.O.: [REDACTED]			
CONCURRENCE SIGNATURES:			
	RAYTHEON IDS	DATE	CMOS PROJECT OFFICE
ORIGINAL ISSUE	Issued under MOD P00033	8/10/2012	[REDACTED]
REVISION "A"	[REDACTED]	9/4/2012	[REDACTED]
REVISION "B"			
REVISION "C"			
REVISION "D"			
REVISION "E"			
Rev A issued to extend PoP for 1 Month from 9/30/2012 to 10/31/2012.			

Sheet 1

SEP 13 2012

ENGINEERING SERVICES MEMORANDUM

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA	ESM NO. EN12-06
	DATE 8/21/2012

PROJECT TITLE Site Selection and Exercise Planning	CONTRACT NO. W31P4Q-10-C-0003
ESTIMATED COMPLETION DATE OF ESM 8/3/2012 - 9/27/2013	COST ACCOUNT

DESCRIPTION OF PROPOSED WORK

Site Selection
Provide up to seven contractor personnel (6 Raytheon, 1 TCOM) to accompany the JLENS Product Office (JPO) representatives when conducting CONUS site screenings. These screenings will assess the suitability of up to three sites for the CONUS JLENS deployment based upon defined criteria. As part of this effort Raytheon will support the government in developing the site screening plan and selection criteria.

Entering the screening process multiple sites are selected based on operational considerations and guidelines using information available from Public, DoD and other Government (ex. FAA, FCC) resources. The purpose of the site screening is to enable a small team to visually observe and collect data on the location, accessibility, general soil conditions, external environmental factors (such as electromagnetic spectrum, airspace restrictions, etc.) and other items with the intent of ruling several sites out to arrive at a manageable quantity for a future more detailed site survey. It is expected that the screening would require on the order of two days for each site visited.

GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE	CONDITION OF RETURN
To be specified in Sub-ESMs as required			

RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE
To be specified in Sub-ESMs as required

ESTIMATED COST *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***

	ORIGINAL ISSUE	"A" CHANGE	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
DIRECT LABOR HOURS						
DIRECT LABOR & BURDEN \$						
MATERIAL \$						
COMPTROLS/CONTR LBR \$						
TRAVEL & PER DIEM \$						
OTHER \$						
TOTAL \$						

ESM MONITORS
Raytheon ID# [REDACTED] CMDS P.O.: [REDACTED]

CONCURRENCE SIGNATURES:

	RAYTHEON ID#	DATE	CMDS PROJECT OFFICE	DATE
ORIGINAL ISSUE	[REDACTED]	8/30/12	[REDACTED]	8/30/12
REVISION "A"				
REVISION "B"				
REVISION "C"				
REVISION "D"				
REVISION "E"				

EXPLANATION OF REVISION:

ENGINEERING SERVICES MEMORANDUM

ESM NO. **EN12-06**

DESCRIPTION OF PROPOSED WORK (CONT)

Site Selection Cont'd

Personnel required for the site screening would be:

- Radar System engineer to assess line of site and potential RF interference sources
- Communications Engineer to assess network infrastructure and data movement back to Huntsville, Andover, etc
- Logistician to assess transportation, accessibility and local sources of supply
- Platform engineer to evaluate the site for flight suitability
- Power engineer to evaluate commercial power sources for site use
- Integration/Safety Engineer
- Project Manager to coordinate team

Raytheon will participate with the government team in analyzing the survey results and ranking the sites. Raytheon's output will be a site screening briefing and report. The expected period of performance will extend six months from contract award. Planning will include three trips to Huntsville; pre-planning, mid-term discussions and a final outbrief.

Labor 3,180 Hours

3 site visits for 6 people: Prep/visit/follow-up at [redacted] per visit per person = [redacted]
 3 Huntsville visits for 6 people: Prep/visit/follow-up at [redacted] per person = [redacted]
 Site Screening Briefing & Final Report: Data compilation/analysis/report/briefing [redacted]
 Team lead - Continuity and JPO liaison at [redacted] for 6 months = [redacted]

Material TCOM

3 site visits for 1 Person at [redacted] per visit
 3 Huntsville visits for 1 Person at [redacted] per visit
 6 Trips - 3 site visits; 3 Huntsville visit

IDS Travel

6 People for 3 Site Visits; 6 People for 3 Huntsville trips

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

SEP 13 2012

ENGINEERING SERVICES MEMORANDUM

ESM NO.
EN12-06

DESCRIPTION OF PROPOSED WORK (CON'T)

Exercise Planning

Provide up to 4 full time equivalent (FTE) heads to work with JPO developing the necessary plans for the exercise. One of the FTEs will be the Raytheon exercise lead and the primary JPO counterpart. The other three FTEs will vary depending on the planning stage and topic. Planning will include such items as: site development, comms planning, network integration, transportation, site integration & activation, electromagnetic spectrum analysis, risk assessment and planning, public impact assessments, hardware subsystem selection (Orbit 1 or Orbit 2), etc. It is anticipated that the list of activities will vary in topic and detail as exercise planning matures. The period of performance will extend to the end of fiscal 2013. Planning will also include every other month trips to Huntsville.

POP = Sept 2012 – Sept 2013.

Labor 6,525 Hours

3 FTE x 13 months = [REDACTED]

IDS Travel

3 people for 6 trips to Huntsville

SAS Travel

1 person for 6 trips to Huntsville

SAS Labor

[REDACTED]

MILESTONE PLAN (MEASURABLE TASKS ONLY)

MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE

SEP 13 2012